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IS MOVING ALONG

Charity Organization People Still at Work.

A MEETING WELL ATTENDED

How the Societies of the City Vote on the Project—Three are Opposed—\$10,000 a Year.

A meeting of the Charitable Organization Society was held yesterday afternoon in the offices of the Safe Deposit Co. Representatives from the various organizations of the city were present. These were called on to give the conclusions reached by the various bodies which they represented. The result of the different opinions expressed was that thirteen were in favor of the C. O. S., three were opposed, two were partly in favor and one was partly opposed.

The by-laws prepared by the committee were then read. The question of life membership came up for discussion. The original draft provided for a life membership which might be obtained by the payment of \$20. It was deemed advisable to strike out this clause.

The motion was made and carried that the by-laws be referred to a committee to make such alterations as were suggested. President Dole moved that all societies wishing to join the Associated Charities of Hawaii, should each choose two delegates to meet on the 25th of May, to organize the Associated Charities. Meeting was adjourned to meet on that day.

The following societies were represented: Free Kindergarten Society, Ladies Charitable Association, Catholic Benevolent Society, Hawaiian Relief Society, Hospital Flower Society, Ladies' Society of Central Union Church, Strangers' Friend Society, American Relief Fund and Japanese Benevolent Society.

There is a divided opinion among the various societies as to the purposes and methods of the C. O. S. Those who had voted against affiliation with the central body did so on the ground that it seemed as if the necessary expenditure would be greater, while the work done would be the same as is being done now.

Statistics read at the meeting yesterday showed that over \$20,000 has been spent for charitable purposes. However, half of this was disbursed by societies that are not strictly charitable organizations, as the Kindergarten. But this leaves \$10,000 spent by actual charitable societies in one year. This amount is a fairly large one and if it were all handled by one central body undoubtedly better and more efficient results should be effected. The object of the Associated Charities is the centralization of the dispensation of charity, and carrying on the work according to business methods.

At the meeting to be held in May it is intended to get a fair start. The date was purposely set quite a while ahead in order that right knowledge of the proposed organization should be disseminated and sufficient time given the various societies for the election of delegates.

Col. J. H. Fisher.
Colonel J. H. Fisher returned by the Rio yesterday. He was accompanied by his father, Henry Fisher, a hale old gentleman of seventy-four years. He will remain here some time with his two sons, Colonels J. H. Fisher and Will E. Fisher.

Colonel J. H. Fisher is looking remarkably well. He says he enjoyed every minute of his trip. Only the fact that his business demanded his attention prevented him from staying longer. His wife and daughter are still in San Francisco and will probably not return until August.

A Bargain Day.

The soldier boys on board the Warren have not been paid for some time. Yesterday they were trying to "raise the wind" by selling part of their equipment. The vicinity of the Oceanic wharf where the transport is docked was alive with people yesterday afternoon who were bargaining with the soldiers. One lad sold both his cape and coat for \$2.00. "It only cost me \$11.75," he said. Natives, Chinamen and Japanese could be seen walking away with leggings, capes and coats in motley array strung over their shoulders. But the soldiers succeeded in getting a dollar or two.

Transports Coming.
The United States army transport Newport sailed from San Francisco about three hours before the Warren,

but took a more southerly course. She should be in this evening.
The United States army transports Morgan City, Senator and Ohio were to sail for Manila on April 21st from San Francisco.

MATERIAL FOR SEWERAGE.
The contracts for sewer construction will be awarded as follows:
Portland Cement, W. K. Grace & Co., San Francisco.
Sewer pipe, Spalding, McBean Co., San Francisco.
Cast Manhole Covers, Sessions Foundry Co., Bristol, Conn.
Steel pipe, Risdon Iron Works.
Dirt Buckets, Risdon Iron Works.
Valves, Risdon Iron Works.
Gate valves, Adams & Co., York, England.
The decision in regard to the other materials on the list will be reached later. There are so many different articles and different bids that it takes considerable time to go through them.

"TED THOMAS" TOWER.

Building for Diamond Head Light Completed.

"Ted" Thomas' Tower is finished. This pile is the new lighthouse for Diamond Head. The stone edifice is erected in place of the pipe structure which Mr. Rowell, Superintendent of Public Works, first designed. The material is from Oahu quarries.

The new lighthouse is something over forty feet high. The light will be 120 feet above the sea. The masonry is surmounted by a tall steel cylinder in two sections and above this metal will be placed the lamp from France.

The tower has foundations five feet in diameter and the walls are two and a half feet thick. The pipes for the structure as planned originally were to be eight inches in diameter. The pipe plan had the approval of all lighthouse builders all over the world, but the masonry was forced by men in the last Legislature.

Mr. Thomas has completed his contract since the 4th of March and has given all the work his personal supervision.

"Lookout Charlie's" home is a considerable distance from the new tower. Charlie will attend to the light. A five-foot bull's-eye arch has been made in the tower so that Charlie's view in the direction of Barber's Point may not be obstructed.

For all purposes required the new light is the best that money can buy. It can be seen twenty-five miles and is in line with the Molekai and Barber's Point lights. Its position is that suggested by the majority of mariners visiting this port and fixed upon by Capt. King, Minister of the Interior.

Contractor Thomas is leaving the tower job today and hopes to begin next Monday morning on the station house addition.

WAVERLEY CLUB.

Committee's Appointed—Collections—Coming Holiday.

At last evening's meeting, A. V. Gear presiding, the following committees were appointed for the present quarter: Finance—A. B. Scrimgeour, chairman; J. T. Copeland, E. C. Winston, C. Lind and W. Brash.

Enrollment—C. K. Spencer, chairman; E. B. Thomas, J. Monkhouse, Jno. Bryant and A. V. Gear.

Hall and Entertainment—W. Horace Wright, chairman; H. J. Gallagher, J. D. Conn, A. P. Morris, J. A. Mehrtens.

Dues to the amount of \$55.50 were reported paid since last meeting.

The Hall and Entertainment committee were authorized to tender the hall to the British residents for their Queen's birthday meeting.

EXTENSION ENDORSED.

Meeting of Prof. Rolfe and the University Club.

A special meeting of the University Club was held last evening at the home of Geo. R. Carter. Justice Frear presided. Professor Rolfe was the guest and the principal speaker of the evening. He detailed the methods by which the work of University extension was carried on in the United States and made clear the vast benefits available to those taking up the courses. In conclusion Professor Rolfe said that the question of whether or no University Extension should be established and maintained here was a debatable one. He would leave it entirely to the University Club and would like to hear views and discussion. Remarks were made by nearly all of the score of gentlemen present. After the debate a resolution endorsing the Extension work for Honolulu was adopted by unanimous vote.

Mr. Williamson, who will represent the Call-Herald in Samoa, slipped out of San Francisco very quietly, his name not appearing on the passenger list of the Mariposa.

ORDER OF TRAVEL

How "Johnny" Will Leave Manila for Home.

FIRST CALIFORNIA AT HEAD

This Command was First in the Field—Second Oregon—John Barrett's Opinion.

NEW YORK, April 19.—A Sun special from Washington says: At a conference between the President, Secretary Alger and Adjutant-General Corbin this afternoon it was decided that the volunteers should be returned to the United States in the order of their arrival at Manila. Instructions to do so will be sent to General Otis. According to the rule of procedure established, the several state organizations will be started for home in this order:

First California Infantry, Second Oregon Infantry, Battery B, California Artillery, which reached Manila June 30, 1898; Batteries A and B of Utah Artillery, Tenth Pennsylvania Infantry, First Colorado Infantry, First Nebraska Infantry, First North Dakota Infantry, Thirteenth Minnesota Infantry, First Idaho Infantry, First Wyoming Infantry, First Montana Infantry, First South Dakota Infantry, First Washington Infantry, part of the battalion of the California Artillery, Twentieth Kansas Infantry, First Tennessee Infantry, Fifty-first Iowa Infantry, First troop Nevada Cavalry and Wyoming Battery.

It is the intention of General Otis to send home all the volunteers. The first expedition will leave for San Francisco between May 5th and 10th.

WASHINGTON, April 19.—The following cable has been received from General Otis:

"MANILA, April 19.—Adjutant-General, Washington: Lawton returned from Lake country 17th inst., bringing captured vessels. Insurgents are much scattered, retreat before our forces and await an opportunity to attack detachments. The better class of people are tired of war and desire peace. Enemy build hope on the return of our volunteers to the United States. Its army is much demoralized and loss by desertion large. Will probably prosecute a guerrilla warfare, looting and burning the country which it occupies. The health and spirits of the troops good. Volunteers return will commence about May 5th. Will render willing service until return transports are available. Embarkation will continue through June and July.

"Reports from the Visayan islands continue very encouraging. Inter-island commerce heavy, customs receipts increasing."
NEW YORK, April 19.—A Tribune special from Washington says: Fourteen thousand regulars are to be sent to re-enforce General Otis at Manila as soon as the necessary marine transportation can be procured. The first regiment to be ordered will probably be the Seventh Artillery, of which two light batteries, C and M, have been ordered home from Porto Rico for the purpose. They will be sent at once to San Francisco to await an available transport steamer. Thirteen heavy batteries of the regiment will be equipped as infantry, according to present plans, although one of them may be used as light artillery. It is not expected that the bulk of this large body of re-enforcements can reach Manila until the end of the rainy season, which has just begun, but they will follow closely the departure from the Philippines of the volunteers.

LONDON, April 19.—John Barrett, former United States Minister to Siam, who has just arrived from Manila, emphatically declares that the gloomy forebodings expressed in some quarters relative to the Philippines are not justified by the facts.

"The United States naval and military authorities," he says, "have done everything possible in the difficult and exceptional circumstances, and the United support of all parties in the United States in the present juncture will enable them to bring matters in the Philippines to a quick and lasting settlement, honorable to the motherland."

THE CAPTIVES.

WASHINGTON, April 19.—Considerable apprehension is felt by Navy Department officials regarding the probable fate of Lieutenant Gillmore and party. While Admiral Dewey made no mention of what steps had been instituted to secure the release of the men, if they are alive, it is confidently felt that every effort is being exhausted not only to learn the fate of the members of the party, but, if alive, to rescue them at once.

AT KERR'S.

Economy in these times is the watchword of success and those prudent mothers and housewives are going to Kerr's for table linen, sheetings and the like, that they may need while they send their daughters to get one or two of those beautiful shirtwaists that are being sold at half the value and former price, which even then was cheap.

STOP AT THE OWL LUNCH WAGON and take home a Hot Chicken Tamale.

Should the Filipinos, however, who are kept well informed, acquire the idea that a prolongation of hostilities would affect politics in the United States advantageously to them, the war would be more prolonged.

In the opinion of Mr. Barrett, the Filipino, as soon as he has had time to digest the recent successes of General Otis and General Lawton, and to become convinced of American superiority, will settle down to a life of peaceful and progressive citizenship.

Speaker Reed.

A dispatch from New York dated April 19, states that Thomas Brackett Reed, the noted Congressman, will give up political life to become senior member of the law firm of Simpson, Thatcher & Barnum, 10 Wall street, New York. An income of \$50,000 per year is guaranteed to him. Mr. Reed and family go to Europe for a vacation and rest. On their return Mr. Reed will resign his position in Congress and remove his family from Portland, Maine, to their New York City home.

SELECT SCHOOLS.

Board to Consider the Abolition of Fees.

At the meeting of the Board of Education yesterday afternoon it was voted that a committee of three members be appointed to consider the whole question of Government Select Schools and tuition fees. Minister Mott-Smith is chairman of this committee with power to appoint the other two members.

This move is the outcome of the discussion that has been recently going on as to whether or not the system of charging for tuition is the best one. The consensus of opinion seems to be that that the fee, however small, should be abolished entirely. The report of the committee voted by the Board will probably concur with this opinion, and propose steps for the substitution of a better plan.

It was voted to enlarge the playground of the Princess Kaiulani school. The fence will be moved towards the Reform School, making the necessary enlargement.

The resignation of Miss E. Smith from Spreckelsville was accepted. Miss Blanche Allen, formerly assistant in the school, was promoted to fill the vacancy.

The usual routine work was discussed and acted upon. There was a large number of applications for schools which were placed on record. The number of applications seems to grow larger at each meeting.

Kilohana Art League.

There was a business meeting of the Kilohana Art League yesterday afternoon at which several new members were elected. The dates were also arranged for the coming exhibition, which is due in May, and which will be held in the new home of the League in the Model Block. May 10 is the day upon which members should send in their work, as the opening of the exhibition will take place May 18. Although so well understood that this semi-annual event occurs in May and November, the time generally arrives before everyone is prepared and contributors will need to realize that there is a very short two weeks in which to finish work and have it ready to be catalogued.

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ting Manager.

The new branch telephone station at Waikiki has been inspected by officers of the company, with John Cassidy, superintendent of the Mutual system, as guide. The outlying "central" is in a neat little cottage on the road near the park. The force consists of one boy and one young lady, the latter a Hawaiian. In the operating room is a single switchboard of the new pattern adopted by the company. The wires are carried into the room from the floor. This place is the center of the service for the whole of Waikiki district and for communication between Waikiki and town subscribers. The arrangement for connections is simply beautiful in its simplicity and efficiency. Then as the ten trunk wires are in a cable there is absolute freedom from induction. A whisper into the transmitter does the business well enough and so perfect for their duties are the new instruments that at the receiving end a message can be heard in any part of a large room.

With this new switchboard, with which the city exchange is to be equipped, the user opens the circuit when he takes the earphone from the instrument. This action is shown by a drop in the office indicating the number that desires a connection. The operator inquires: "Number, please." The subscriber then indicates with whom he wishes to talk over the line and the connection is made in an instant. There is a tell-tale, which at Waikiki is a little white oblong space, but which in the big exchange will be a light. This shows when the caller returns the earphone to the instrument and obviates the necessity of saying "disconnect" or "off." It should be seen at once that the system is infinitely better for both operator and subscriber than the present equipment. It permits indefinite extension of switchboard, by the addition of the small sections, which will be kept in reserve by the company. The instruments must be treated well. Shouting into the transmitters will injure them. Children must not play about the telephones. One great feature of the new system is that when the connection is made, "Central" can no longer be talked at. The number called must reply. "Central" is not then in the circuit. The bell at the "other end" may be sounded by pulling down the hook of the earphone.

Professor Alexander Graham Bell, Electrical Expert, Fred J. Cross of this city and many other gentlemen competent to pass opinions have spoken in the very highest terms of the new telephone system for the city. Mr. Cassidy goes to the States in a short time now to return with the plant for the main office. He may then place some of the wires in the business part of town underground. At any rate there will be no more "induction" to bother. Where there are not the leaden cables with the copper wires inside there will be the metallic circuit instead of the present ground circuit. A couple of thousand feet of the cable which Mr. Cassidy has placed in commission, had at one time been all but sold by the company for its value as lead and copper. A marked improvement in the line in Waikiki is the placing of the poles where the tram line is so close to one side of the road, within the enclosures. The property holders along the route gave their consent for this. Miles upon miles of wire have been stored away since the cable was strung. The cable, of course, is not interfered with by trees and it has been placed on new poles in such a manner that its life is indefinite.

During the two months that Mr. Cassidy will be absent from the country, the acting superintendent of the system will be Chas. S. Crane. He is considered one of the best telephone men in the country and is familiar with the system and its operation. Mr. Crane spent a number of years in operating and in construction work.

THEY FUNK.

San Francisco Bidders Wish to Withdraw.

Victor Hoffman, of San Francisco, who received the contract for putting up the Beretania street school house has asked to be relieved from the contract. He writes that owing to the advance in the price of lumber he will be unable to put up the building for the figure specified. His bid was \$17,999.

The matter was thoroughly discussed in the Cabinet yesterday morning. The decision was finally reached that if Mr. Hoffman persisted in withdrawing the Government will declare forfeited his bond of \$1000. Although there are three other San Francisco bids lower than the local bids it is believed that the contract will now go to the lowest of the Honolulu bidders—Mr. Ouder-Kirk.

Still another San Francisco man wishes to be released from his contract. This is F. P. Jones who writes that he will not be able to take the \$8000 of Government bonds owing to his money being tied up elsewhere. The bonds will be given to the highest local bidder.

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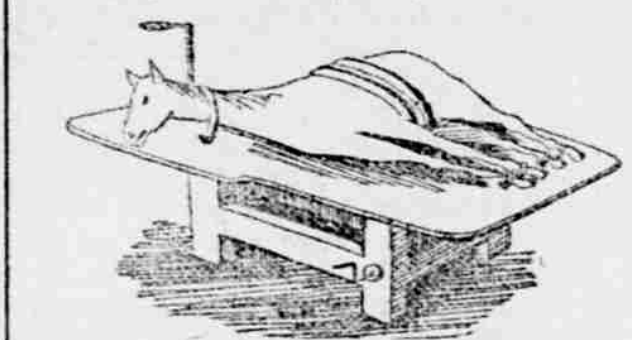
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Another big shipment of 100 tons has arrived for

Mathews' Furniture Store.

Everything must be sold at Bargain Prices to make room for this new shipment.
Tremendous reductions in wire and wool mattresses; Bedroom Sets, 6 pieces, from \$20 up; Chairs reduced to 60 cents; Pillows from 50 cents up; Bedsteads, wire cots, canvas cots, hammocks almost given away.
Baby Carriages in great variety, also Baby Chairs and Rockers.
Come and see how we slaughter prices.

L. S. MATHEWS & SON, FURNITURE DEALERS.

26 Beretania St., near Fort St.

R. C. A. PETERSON, BROKER

... AND ...

Real Estate Agent.

Office: 15 Kaahumanu Street.

P. O. Box 365.

Hart, Schaffner AND Marx,

—MANUFACTURERS OF—

Fine Clothing.

CERTIFICATE OF GUARANTEE:

We hereby authorize every Dealer in our Goods to make the following Guarantee in our name:

We guarantee each garment made by HART, SCHAFFNER & MARX and bearing the label H. S. & M. to be free from imperfections in material and workmanship, to be sewed throughout with pure dye silk, tailored by skilled workmen and made of dependable cloth, thoroughly sponged and shrunk.

Should any H. S. & M garment prove unsatisfactory and not as above represented it may be returned and the money will be refunded.

HART, SCHAFFNER & MARX, Chicago.

M. McINERNEY,
AGENT, Honolulu.

Anheuser-Busch Brewing Association's "BUDWEISER."

Two Carloads of this
FAMOUS BEER
..... just to hand.

—FOR SALE BY—

H. Hackfeld & Co, Ltd.

SOLE AGENTS HAWAIIAN ISLANDS.

THE FAMOUS SEATTLE BREW



For Sale By All Wine and Liquor Dealers.

WRIGHT'S VILLA AND ILANIWAI WAIKIKI.

Surf Bathing Surf Boating.

A few choice Rooms can be had with board.

TWO LARGE LANAIS

..... FACING THE OCEAN FOR

Dinner Parties.

J. P. HAYWARD Manager. - - TELEPHONE 864.

ONE WEEK LATER

Sunday School Rally
Postponed to May 13.

Sound Reasons Given—Elaborate
Plans for the Big Affair.
Details—Committees.

Steamer day is a busy time for the business houses on account of correspondence. Hence the 6th of May, with two outgoing steamers, was not an ideal day for the Sunday School Rally.

It can be assumed that many clerks (and heads of houses for that matter) would be glad of the chance to take part in the exercises. It was on this account, as well as the fact that many of the friends of Sunday school people were going away on that day, that suggested the change to the following Saturday, May 13. There will be an important meeting today at 4:30 at the Y. M. C. A. to give the necessary information to the schools as to details of the arrangements. The following order of march has been agreed upon:

The Kamehameha band, followed by the school battalion heads the line after them come the Kamehameha Preparatory School, Methodist Episcopal, Kawaiahaeo, Christian, Japanese, Palama, Portuguese, Chinese, Kaunakapili, Central Union, Kamehameha Girls' School, Moanalua, Waikano Sunday schools in the order as above.

The position of the reviewing stand has not been absolutely determined, but it will be in the immediate neighborhood of the opera house. The reviewers will consist of pastors of the churches, and presidents of Y. M. C. A. organizations and Young People's Societies. They will be favored with the "best seats in the house" for hearing the song each individual school will sing as it passes the stand. The decoration committee met yesterday and is planning to make the whole line of march beautiful and impressive. No doubt all the schools will have a chance to assist in carrying out the ideas of the committee, considering the two large arches, three banners crossing the street and many shields to adorn poles and posts along the way, not to mention the two stands and the flag rack. Of these things as well as badges, music and more besides, much will be said at the meeting today.

The music committee is requested to meet at 4 at the Y. M. C. A. today so as to be able to report at the 4:30 meeting.

HOW THE MAIL WAS SAVED.

Whew! Here it is mail day again! Letters to be written to Hawaii, Maui, and Kauai. Great Scott! There is that mass of coast mail just received and there goes the signal that the thorough steamer from the Colonies is sighted! I can't talk all my business over the telephone, and I must reach a dozen people before I can have needed information for my letters. Hack hire is expensive and the trams are too slow and don't touch the desired points. Must hold over some coast matter till next steamer; too bad; too bad! Time now is money indeed. Ah! Eureka! Come forth my trusted Sterling Steel; silent but faithful, strong and speedy. No limit to your endurance; well are you named Sterling, for at this moment you are a Sterling friend who saves me time and money, and my mail all goes.

MORAL:

He who would have a Sterling friend in need,
Should ride a Sterling bicycle indeed.
FOR SALE AT THE PACIFIC CYCLE & MFG. CO.

Complimentary Concert.

The band will give a complimentary concert to the Janet Waldorf company this evening at the Hotel grounds. The band of the 6th Artillery will also take part in the concert. This band is said to be about the best of all the military bands that have passed through here. The program will be as follows:

March—"Stars and Stripes for Ever"
Introduction—"Tannhauser" Wagner
Selection—"Robin Hood," by request
..... De Koven
(a) Kapilina, Waiianuene
Miss J. Kelliaa.
(b) Aloha no Wau, Moani ke Ala....
Mrs. N. Alapai.
Selection by the 6th U. S. Artillery
Band, C. Mindt, bandmaster.
Cornet Solo—"The Surf," by request
..... Steinhilber
Mr. Charles Kreuter.
Intermezzo—"Cavalleria Rusticana,"
by request: Mascagni
Selection—"A Runaway Girl," by request
..... Caryl Monckton
Finale—"Georgia Camp Meeting," Mills
The Star Spangled Banner.

Once Circus Men.

Three of the soldier boys from the Warren proved themselves first class entertainers last evening. They wandered into the Boys' Club at Kaunakapili and amused those present for some time. One is a fine guitar player, one a clog dancer, and the third is a tumbler and acrobat. They were at one time with a circus. Their names are Holtz, Zuschlag and Lineaus. Efforts are being made to have them give an informal entertainment at the Seaman's Club before they leave.

In almost every neighborhood there is some one whose life has been saved by Chamberlain's Colic, Cholera and Diarrhoea Remedy, or who has been cured of chronic diarrhoea by the use of that medicine. Such persons make a point of telling of it whenever opportunity offers, hoping that it may be the means of saving other lives. For sale by all Dealers, Benson Smith & Co., Ltd., Agents for H. I.

Calumet

Perfection in Quality

Baking Powder

MODERATE IN PRICE

Hawaiian Scenic Photos

Whether you want to buy now or not you are cordially invited to inspect our stock of

Hawaiian Scenes and Subjects

In the matter of Colored Photos we yield the palm to none.

A collection of a dozen or more of these neatly mounted and done up in a native made Lahala folder, could not be excelled as a gift.

Should we chance not to have some desirable view we would engage to make it and be thankful for the suggestion.

See our display of Island Views in our Show Case at the Post Office.

KING BROS.

110 HOTEL ST.

GOLDEN RULE BAZAAR.

HAWAIIAN SOUVENIR FLAGS
10 CENTS EACH.
HAWAIIAN SOUVENIR PINS.
HAWAIIAN SCENIC CALENDARS.
HAWAIIAN HATS AND CURIOS!
HAWAIIAN SHELL LEIS!
HAWAIIAN SILK FLAGS!

FINE STATIONERY, For Foreign Correspondence.

NOVELS! BOOKS! NOVELS!

316 Fort Street.

RING UP

Telephone 1108

and leave your orders for

PLUMBING, TINNING AND
GENERAL JOBBING

you may require.
Orders promptly attended to.

H. F. LUDEWIG.

AT THE TENT!

Fort Street, Between Dewey Restaurant and Orpheum Theater.

FREE! FREE! FREE!

I am now making a specialty of free sittings to any one desiring my everlasting

Souvenir Photo Buttons.

B. LICHTIG, Manufacturer.

At the Tent, Fort St., Above Dewey Restaurant.

CENTENNIAL BEST —AND— Sterling Flour.

WASHINGTON FEED CO.

SOLE AGENTS

CORNER FORT AND QUEEN STS.

Telephone 422.

HAWAII SHINPO SHA.

THE PIONEER JAPANESE PRINTING OFFICE.

The publishers of "Hawaii Shinpo."

The only daily Japanese paper published in the Islands.

EDITOR.....M. TAKAHASHI.

PROPRIETOR.....C. SHIOZAWA.

Office: Nuuanu avenue, above Beretania.

5215

RUPTURE.

USE NO MORE IRON

HOOPS OR STEEL

SPRINGS. Rupture retained with ease and comfort

and THOUSANDS rapidly CURED

by DR. PIERCE'S GREAT AMERICAN INVENTION. If ruptured send at once for Pamphlet No. 1.

Address, Magnetic Elastic Truss Co., 620 Market St. San Francisco

PARTIAL LIST OF Investment —AND— BUSINESS PROPERTIES.

—FOR SALE BY—

Will E. Fisher,
Real Estate Agent and Auctioneer,
Fort and Merchant Streets.

\$ 650—A bargain, Kawalo corner lot; size, 50x100.

\$ 800—Makiki street Lot; size 75x110. Cheap.

\$1500—Waikiki Road, corner Jno. Ena Road; size, 100x110.

\$1500—Lots on Wilder Ave, near Kewalo street; 50 feet frontage.

\$1600—Pawaa Tract. All lots sold on Beretania; only two left on King street; size 75x140. \$250 cash; balance to suit purchaser.

\$1700—College street Lot. Fenced; abundance of shrubbery and lawn; ready for building.

\$1800—School street Cottage of six rooms. Nice home.

\$2000—Cottage and lot on Punchbowl street. House contains five rooms and bath; size of lot, 50x120. An opportunity for a nice home, reasonable.

\$3000—Cottage and Lot on Beretania street, between Piikoi and Keeaumoku street; size of lot, 50x136. Don't fail to see this.

\$3000—King street Lot, between Keeaumoku and Punahou streets; fenced and prepared for building water privileges; size, 61x116.

\$5500—Makee Road Lot, opposite band stand at the park; size, 201x183; very cheap.

\$6000—King and Beckley streets, corner lot, 120x170.

\$6000—Cottage and Lot, Spencer street corner. Cottage contains seven rooms and bath. Stable, etc.; size 75x100. Excellent view.

\$8000—Beretania street Lot, adjoining Progress block. Excellent opportunity for investment; size, 36 x108. \$4500 may remain on mortgage.

\$8500—Lunalilo street Residence, almost new. Large and elegant in all its appointments; contains about ten rooms; size of lot, 115 x150.

\$10000—Beretania Street Corner, 116 feet frontage. A fine business corner.

Additional list upon application.

Will E. Fisher,

REAL ESTATE AGENT AND AUCTIONEER

Stock and Bond Broker.

Fort and Merchant Streets.

HOUSE LOTS FOR SALE!

TEN HOUSE LOTS for sale at Kewalo Tract on Laniwai Street and Cooke street.

For further particulars apply to Mrs. Theresa Wilcox at Bethel Street, next door to Post Office, up stairs over the New Land Restaurant.

LOTS FOR SALE

—AT—

KAPALAMA.

TWENTY-SIX LOTS for sale at Kapalama on Insane Asylum Road, and also Lots facing on new School street road, which runs as far as the Kamehameha Schools, which will be opened soon. These lots are not far from King street.

Map of these lots can be seen at my Office, Bethel Street.

MRS. THERESA WILCOX.

WE

Have added another delivery wagon to our establishment.

Parties living at Waikiki or any other part of the city, who desire their Bread, Cakes, etc., delivered free of charge, leave your order at our store or call up Telephone 677 and they will get prompt attention.

The GERMAN BAKERY

TELEPHONE 677. 833 FORT ST.

Hawaiian Moss Opal Jewelry

Suitable for Cuff Buttons, Pins, Belts, Etc.

SOUVENIR SPOONS, in different designs

JEWELRY

Of all kinds made to order.

BIART

404 1/2 FORT ST. JEWELER.

See THAT YOU GET THE Best!

EITHER A

"YOST" T. W.

—OR A—

"DENSMORE"

For Perfect Work.

**HAWAIIAN NEWS CO.,
LIMITED.**

**A BARGAIN IN
SILK CRASH HATS
AT \$1.00.**

We have also received a fine selection of Bows, Puffs, Tecks, Ascots and Imperial, which we can sell at prices from 25c to \$1.

Our Golf and Negligee Shirts, both Men's and Boys', are the finest and the largest assortment we ever had.

A new line of Men's, Boys' and Children's clothing just arrived from the East, which we are selling at very low prices.

Boys' all wool Pants, 50 and 75c.

Boys Fedora Hats from \$1.50 to \$2.00.

In fact all our goods are low.

Agents for Dr. Deimel's Linen-Neck Underwear. Send for Catalogue.

The Kash

9 Hotel Street : : Waverly Block.

WE MAKE SHIRTS TO ORDER.

Telephone No. 676. No. 9-11, Hotel St.

—THE—

Le Munyon Photo-Supply Co.

UNLIMITED.

The above should be on all of our letter and bill heads. Many of our friends ask us why we do not put on Ltd., after our firm name. We don't because there is

NO LIMIT

To what we will accomplish in our profession. Our new quarters on Fort street will be the most pleasing in the city. Until next week come and see us at the old stand.

The Le Munyon Photo-Supply Company.

2, 3, 4 LOVE BUILDING.

HOME BAKERY

and CAFE.

The Only First Class American Restaurant in the City.

CAFE open from

:- 6 A. M. TILL MIDNIGHT.

BUSINESS LUNCH, from 11 a. m. till 2 p. m. 25 CENTS.

DINNER, from 5 to 7 p. m. 50 CENTS.

Ice Cream Parlors

..... IN CONNECTION.

Bread, Cakes, Etc., delivered to any part of the city free.

527-529 Fort Street,

HONOLULU, H. I.

BEAVER LUNCH ROOMS.

Fort St., Opp. Wilder & Co.,

H. J. NOLTE, Prop.

First-Class Lunches Served

With Tea, Coffee, Soda Water, Ginger Ale or Milk. Open

from 3 a. m. till 10 p. m.

Smokers' Requisites a Specialty.

THE PACIFIC
Commercial Advertiser.

W. N. ARMSTRONG - EDITOR

FRIDAY : : : : APRIL 28.

WHITE IMMIGRATION.

Mr. W. O. Smith, whose views on any subject connected with our local affairs are always interesting, and are generally valuable, says in the paper which he sent to the joint meeting of the Executive and the planting interest last week that: "The necessity of depending upon cheap Asiatic labor is removed. But the employers will not seek the higher priced labor so long as the cheaper class is available."

The Advertiser has persistently advocated the introduction of American laborers here for social and political reasons, and it has, in the past spoken with some indignation of the trifling indifferent conduct of the sugar interests in the matter. While \$150,000 or more is readily paid for a sugar mill, any proposition to spend the sum of \$50,000 for one vigorous, persistent and intelligent effort to introduce a good class of white laborers, by all of the plantations combined, would be met with derision. The motto has been, as a rule, "Millions for dividends, not a cent for civilization."

Mr. Smith believes that laborers other than Asiatic can now be obtained. They can be obtained, but not without the use of money, brains and sacrifice. The whole community, devoted to getting sugar profits, must realize that a day of reckoning may be at hand, unless the labor system is changed.

With the increase of Asiatic immigration, the difficulties of introducing the American laborers for instance have no doubt increased, until the conditions are such that only heroic treatment will now introduce white labor.

Five years ago, owing to the depressed condition of the grain industry, thousands of good Americans were ready and willing to immigrate to these Islands. It was the opportunity of Hawaii. Nothing was done. Conditions have changed, and the American farmer is now prosperous. Wages are high, and every honest laborer can get work at fair prices. The delay, almost criminal in its neglect of opportunities, increases the expense and trouble of securing suitable immigrants.

Any scheme of immigration that proposes to bring to these Islands white labor from the Mainland or Europe will find that the immigrant, unless in great distress or a "bummer" avoids countries where cheap labor fixes the rate of wages. During the last thirty-five years State Immigration bureaus in the Southern States, have made earnest efforts to secure white immigration from Europe, but those disposed to emigrate from the Northern States, or from Northern Europe, refused to go to the South where the wages of the negro indirectly fixes the standard of wages for the white man. The purpose of a laborer in emigrating to America is to better his condition. The purpose of an American farmer or laborer in emigrating to Hawaii is also to better his condition. And unless he is thoroughly convinced that he can better it, he will stay at home. The business difficulty lies in making him believe that he will be better off by emigration.

The movements of the American and European emigrating farmers during the last fifty years, have been governed by the price of land. The farmers are sturdy speculators in their way, and Uncle Sam, for a century, has allowed them to take up public land at \$1.25 per acre, and sell it at larger profits than the sugar stocks ever have produced.

The great majority of steady laboring farmers are married, and have children. With an offer of increased wages these married laborers will hesitate to move unless the social conditions are pleasant for their wives and children.

While the difficulties of securing a desirable class of immigrants for these Islands are great, they can be overcome. "Money and brains can do anything," the great capitalists say. Among the 75,000,000 of Americans, there are quite enough farm laborers to be had, who put climate before all things. These are not to be found in one place, but are scattered in many places. They may be found. Money and brains will find them. The bidders are ready to come at a moment's notice. The desirable men have something at stake where they live, and will not madly rush into any new schemes. They seek betterments, and a mild climate is betterment enough for many of them.

The change in our labor conditions requires heroic treatment. The money is here. So are the brains. The inflexible will is lacking.

Among the stockholders in every plantation is that sturdy character, Progress. Other stockholders may gobble up the cash dividends, but he de-

mands a moral dividend. And if he does not get it, he invokes the higher law, and forces disaster and finally bankruptcy.

THE CHURCH MILITANT.

The Church very gradually takes its true position as a moral force. It begins to dare to attack the acts of men, instead of their consciences which cannot be reached by laws. The railroad swindler looks on with contentment, while the pulpit fires into the sand bank of his conscience. When the Church picks out a single and conspicuous act of wickedness, and centers its fire on that, and is supported by the enflaming fire of other Churches, and the fire is ceaseless, then the wicked act crumbles in ruins, and the author of it mends his ways. Satan, in his confidential moments, admits that he has no special use for the Church militant that makes bulls' eyes, instead of firing over the heads of the enemy.

Recently, in the city of New York, some railway people, backed by the Tammany power, undertook to occupy Amsterdam avenue, one of the most attractive avenues in the city, with trolley tracks, to the great injury of the residences and the Churches. Dr. Peters, of St. Michael's Church, resolved to prevent this injury. Those who resided in premises adjoining the avenue needed a leader who was able and willing to organize their scattered forces into a solid and marching front. Dr. Peters did it thoroughly and well. He regarded the Churches as the true reservoirs of aggressive power. The Churches responded to his call. Father Gallican of the Roman Catholic Church, declared that the "combating of evil is as much a part of religion as the encouragement of goodness." The pastors of other Churches took a similar view. Satan did not agree with this radical view, and said it was dangerous doctrine to preach from the pulpit. It was purely heresy, and against all traditions. Some of the members of these belligerent Churches, were interested in promoting these injurious things. They agreed that Satan was "not far out of the way," and that their business interests ought to be protected rather than destroyed. Then the Churches put up money for a fight in the courts. This, Satan again said confidentially, was only making the Churches worldly affairs. It was not a fair fight, and the Churches would go to the dogs, if they kept on. He believed it was better to send money to Africa, for the conversion of the heathen, instead of using it to disturb business interests.

But Dr. Peters and the other pastors believed that the throwing of the stones of an injunction at the grasping capitalists did more good than pelting them with the grass of exhortation. The injunction, instigated by the Churches, knocked down the capitalists and kept them down. The confiscation of a public way was prevented. Satan writes to the journals that if the Churches keep on this way, he "will sell out even at a loss," and leave the country, and then people will find out how much they owe to him as a good business adviser.

"Calumet" makes the lightest, sweetest and most wholesome bread and pastry.

CALUMET Baking Powder
NONE SO GOOD.

Series of Lectures.

Rev. W. M. Kincaid intends to deliver a series of lectures at the Central Union church, by the pastor, Rev. Wm. M. Kincaid, on the Prophets of the World's Great Religions. The first of the series will be given next Sunday evening. The complete list is as follows:
I. The Prophet and His Message.
II. Moses the Prophet of Righteousness.
III. Zoroaster the Prophet of Works.
IV. Confucius the Prophet of Politics.
V. Buddha the Light of Asia.
VI. Socrates the Prophet of Reason.
VII. Mohammed the Prophet of Arabia.
VIII. Jesus the Light of the World.

Drink PURE WATER.

If the advice given in those three words is heeded, good health will follow. City water is not good for many reasons, principally, because it is contaminated with vegetable and putrid matter of all descriptions. A simple analysis shows this to be a fact.

EXERCISE

Our doctors are busy treating patients who are suffering from complaints, more especially malarial disorders, which will be materially benefited if they drink a water that is pure and possesses curative features, as does Bartlett Spring Water.

DUE

Ask your family physician about the water, and if he is honest he will endorse its use.

All who have drunk the water speak in the highest of terms for it.

This climate demands the use of such a water and you cannot afford to be without it.

VIGILANCE.

We will serve free of charge a glass of this wonderful natural Spring water at our Soda Counter to all who care to come and test its virtues. We deliver the water to your home in case lots at \$6.50 for 50 pints, \$9.50 for 50 quarts.

HOLLISTER DRUG CO
SOLE AGENTS.

HAWAIIAN CARRIAGE MFG. CO., Ltd
121 Queen Street.

CARRIAGE AND WAGON BUILDERS

RUBBER TIRES AND ROLLER BEARING AXLES.

We Know By Experience

Wise men use the experience of others and make it their own.

Those who have taken Hood's Sarsaparilla are the ones who are competent to speak of its merits.

The testimonials of cures by Hood's constitute a vast mass of testimony which proves the power of this medicine to cure a great variety of diseases.

These cures often seem marvelous, yet they are perfectly natural and are easily explained. They are the necessary result of purifying and enriching the blood.

"I have been troubled with scrofula all my life, and it effected my eyes so that I was obliged to remain in a dark room. I began taking Hood's Sarsaparilla. Now my eyes are so strong that the light never troubles me, and my health is good." Mrs. CARRIE WEEKS, Lompoc, Cal.

Hood's Pills easy to take, easy to buy, easy to operate. 25c.

TIMELY TOPICS

April 12th, 1899.

The cool weather we are having now won't last long, all probabilities are that after this cold snap is over we may have hotter weather than ever we had before. If this is the case, we would advise you to secure some means of keeping your butter and vegetables fresh, and at the same time making your ice bill a small item of expense.

If you are open for suggestions let us mention a few things about our

Alaska Refrigerators.

We can honestly say it is the best constructed refrigerator ever put on the market. It will keep provisions longer and use less ice than any other made.

The inner frame is made from perfectly odorless wood, and is lined with zinc, polished as bright as a mirror, presenting a very clean and attractive appearance.

They are also supplied with Patent Syphon and solid metal shelves.

Our space will not permit us to say anything more in regard to this article, so we would like you to call and inspect them yourself. We have them in all sizes and are from \$15 to \$500.

If you get more ice than your refrigerator will hold we would advise you to get one of our

Ice Chests.

We also have them in all sizes, from \$8.50 to \$25.00.

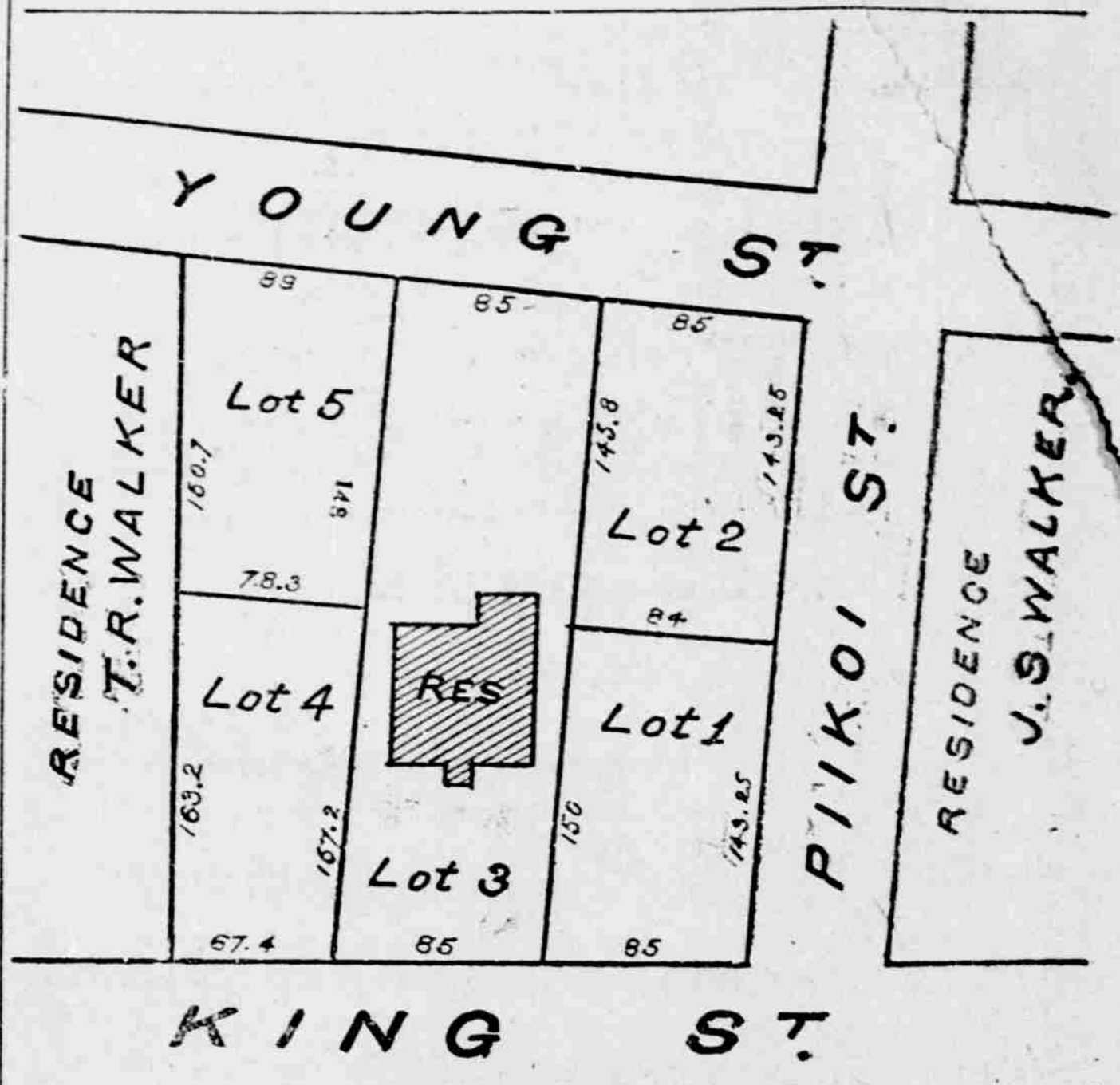
We have just received some very pretty

Water Coolers.

These coolers have wrought iron lining, with pure agate enamel, preserving the water and freeing it from metallic oxide, which is impossible to avoid with ordinary lining. Sizes are 2, 3 and 6 gallons, and range in prices according.

The Hawaiian Hardware Co.
Limited
307 FORT ST

SUB-DIVISION OF THE BICKERTON HOMESTEAD.



These finely improved Lots for sale. Location excellent. Lots planted with choice trees and shrubbery. Prices reasonable. Terms easy.

Inquire of
Bruce Waring & Co. PROGRESS BLOCK,
HONOLULU.

Chicago Dental Parlors.

First Class Work at Reduced Prices.
PAINLESS EXTRACTION GUARANTEED.

Crown and Bridge Work from \$5. Plates from \$7.50
Gold Fillings from \$1; Silver and Bone from 50c; Extraction, 50c
OFFICE HOURS: 9 to 5 and 7 to 8 Evenings.

Room No. 7, MODEL BLOCK,
Corner Fort and Beretania Streets

Mosquitoline

Will Drive Mosquitoes Away.

Cures the Bites!
Brings Comfort!

—ONLY AT—
BENSON, SMITH & Co.
—LIMITED—
Fort and Hotel Streets.

A Sale That Will Eclipse All Others!

Will be Commenced TODAY, and will Continue

FOR ONE WEEK ONLY!

A Reduction of 25 Per Cent will be Made in All the Following Lines:

Muslin Underwear, Napkins, Sheetings, Table Linens, Pillow Cases, Umbrellas, Parasols, and our entire line of . . .

Imported Silks.

50 Per Cent Reduction in Our Entire Line of Shirt Waists.

These Goods are all NEW and were Carefully Selected, which insures Greater Bargains as nothing will be reserved. The early patrons have the choice.

Queen Street, **L. B. KERR,** Dry Goods.

PACIFIC IMPORT COMPANY.

FORT STREET, MODEL BLOCK.

Now open with the most complete line of Up-to-date

DRY AND FANCY GOODS.

Everything Crisp With Newness. Daintiest Desirable Designs, Truly Regal in Their Beauty.

PACIFIC IMPORT COMPANY,

FORT STREET, MODEL BLOCK. OPPOSITE CATHOLIC CHURCH.

OPEN ALL NIGHT!!

YES, that is what we are compelled to do. Owing to such a demand for our Messenger Boys, after May 1st we have decided to keep our MESSENGER OFFICE open all night. By calling up PHONE 444 at any time you can secure the service of ACTIVE BOYS, who are thoroughly acquainted with the city.

We would like to secure six more BRIGHT BOYS to add to our force.

AMERICAN MESSENGER SERVICE,
E. HENRIQUES, Proprietor.
Telephone 444. Masonic Temple.

New Shipment —OF— SILK GOODS.

GRASS : CLOTH : HANDKERCHIEFS,
DOYLIES : TABLE : COVERS.

SILK SHIRTS, SILK PAJAMAS, ETC

Handsome Carpets for Halls and Stairs.

JAPANESE RUGS, VERY PRETTY PATTERNS.

A large stock on hand to select from, at prices that will surprise you.

S. OZAKI,
WAVERLEY BLOCK. . . . HOTEL STREET

L. KONG FEE.
MERCHANT : TAILOR.
623½ Fort St., Opp. Club Stables.

FINE SUITS TO ORDER AT REASONABLE RATES.

Suits cleaned and repaired. Satisfaction guaranteed.



Mrs. NETTIE HARRISON'S LATEST PORTRAIT. The great skin food and tissue builder. Eradicates wrinkles and imparts health and softness to the face. 75c jar lasts 3 months.

LOLA MONTEZ CREME
The great skin food and tissue builder. Eradicates wrinkles and imparts health and softness to the face. 75c jar lasts 3 months.

4 DAY HAIR RESTORER
Is just what its name implies. Gives back to grey or faded hair its natural color in 4 days without any inconvenience or disagreeable effects. Not a dye. Price \$1.00.

FACE BLEACH REMOVES FRECKLES,
tan, sunburn, moth patches, sallowness and every discoloration of the skin, rendering it clear as it was in baby days. Guaranteed harmless. Price \$1.00. Consultation by mail solicited. Correspondence strictly confidential.

MRS. NETTIE HARRISON
DERMATOLOGIST
40-42 Geary St., San Francisco, Cal.

J. LANDO, OUTFITTER AND FURNISHER

Has a new line of
MEN'S AND BOYS' CLOTHING
just in, at prices to suit all.

COLLARS, CUFFS AND TIES, HANDKERCHIEFS,
SOCKS, WOOL AND COTTON UNDERWEAR
PAJAMAS; CRASH AND WOOL HATS

In Endless Varieties.

WHITE, GOLF AND STANLEY SHIRTS,

ALPACA COATS, BOYS' KNEE PANTS.

Successor to
L. E. TRACY,
Fort Street, near King.

A NEW PAINT SHOP.

HAVING ASSOCIATED WITH US Mr. John H. West, a practical House Painter, Decorator and Wood Polisher, we are now prepared to give estimates on all kinds of work in that line.

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READY TO TREAT

Instructions to the Commissioners to Samoa.

Clothed with Authority—First Desires of the United States—Still Talk of Partition.

WASHINGTON, April 18.—The instructions to the Samoan Commissioners have been completed. They are alike in all essential respects. They were summed up today by one of the Commissioners substantially as follows:

The Commission is given complete authority to carry on a provisional government for Samoa. In doing this the instructions carefully prescribe the preservation of order and the security of life and property as a first requisite. It is provided that the duties of all of those heretofore exercising authority in Samoa, either in the treaty of Berlin or in the service of either of the Governments, shall be suspended in order that the High Commission shall have complete authority over the affairs of the islands.

The Commission is required to make a report upon a variety of things, including the recent collisions and the causes leading up to them, the administration of the islands, the rights of the several claimants to the kingship, and also as to what changes are desirable in the methods provided by the treaty of Berlin.

The instructions call for unanimity in all action. The action of the Commission when unanimous is to be conclusive without referendum except when it suspends a provision of the treaty of Berlin. In that case also a provision of the treaty of Berlin may be suspended by unanimous agreement of the members, but the suspension is ad referendum and is not binding until the three governments approve or disapprove. The instructions are broad enough to include the recent troubles, so that these acute phases as well as the general government of Samoa will be adjusted.

LONDON, April 19.—The Berlin correspondent of the Standard says: The proposal to partition the Samoan islands, said to have been revived in the United States, will be accepted by Germany only if no other solution is possible.

WASHINGTON, April 13.—The Samoan Commission will sail for Apia on the naval transport Badger, leaving San Francisco on the 25th inst. This arrangement was made today after Baron Spreck von Sternberg, first secretary of the German Embassy, had called on Secretary Hay and advised him of his appointment as the German member of the High Commission. This completed the body. As the plan to have the members get away on the Mariposa, sailing on the 19th, was no longer feasible, the transport Badger, now on her way to San Francisco, was placed at the disposal of the Commission.

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CONGRESSMAN HILBORN DEAD.

WASHINGTON, April 19.—Former Representative Hilborn, of California, died at Garfield Hospital this afternoon. The cause of his death was blood poisoning, resulting from the kidney complications.

OAKLAND, Cal., April 19.—Samuel Greely Hilborn, ex-Congressman of the Third District of this State, was born in Minot, Androscoggin, then Cumberland county, Maine, on December 9, 1834. He read law with Tassenden and Butler, Portland, Maine, and was admitted to the bar in 1861. In that year he moved to Vallejo and practiced law. He moved to Oakland in 1887. He filled the unexpired term of Joseph McKenna in the Fifty-third Congress, defeating Warren B. English; was unseated by English in 1894 in a contest. He was elected to the Fifty-fourth and Fifty-fifth Congresses. He was a life long Republican. He leaves one daughter, Miss Grace Hilborn. His death prevented his appointment by President McKinley as Minister to Portugal.

Congressman Hilborn visited Hawaii about three years ago.

REMARKABLE CURE OF RHEUMATISM.

Kenna, Jackson Co., W. Va.
About three years ago my wife had an attack of rheumatism which confined her to her bed for over a month and rendered her unable to walk a step without assistance, her limbs being swollen to double their normal size. Mr. S. Maddox insisted on my using Chamberlain's Pain Balm. I purchased a fifty-cent bottle and used it according to the directions and the next morning she walked to breakfast without assistance in any manner, and she has not had a similar attack since.
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Baking
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MAKES HEALTHFUL FOOD
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- 1-2 lots at Kalihi, facing Kamehameha IV Road, and in front of G. Markham's residence, with a new dwelling on.
- 2-One lot 96x200 feet, mauka of the Catholic church premises at Kalihi
- 3-24 lots at Kapalama, lying mauka of King street, about 300 feet from the Kapalama Tramways Depot.
- 4-Five lots and houses at Kapalama, situated mauka of King street and on the Waikiki side of Morris Estate premises, income \$552 a year
- 5-A lot of about half an acre mauka side of King street, about 400 feet from the corner of Liliha and King streets. The premises produce an income of \$731 per annum.
- 6-25 lots 50x100 feet in Puunui Tract. 25 lots 75x150 in Puunui Tract. 25 lots 100x200 in Puunui Tract.
- 7-6 lots 100x200 on Nuuanu street, right opposite the old ice works. About 300 lots 50x100 at Nuuanu at rear and mauka of the above 6 lots.
- 8-About 50 lots in the Kekio Tract, situated opposite the Makee Island band stand. It is admitted that it is one of the best tracts near the Waikiki Sea Beach.
- 9-About 50 lots in the Kapahulu Tract.
- 10-About 1000 acres in Kealakomo, Puna, Hawaii; the land extends from the beach to about 2 miles from the volcano.
- 11-City properties, etc., etc.

Prices are the cheapest in the market.

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Honolulu, February 7, 1899. 5149

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MAKES A
DELICIOUS HIGH BALL
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SAN FRANCISCO.

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Mr. L. HART, F. R. M. S., lecturer at the Ballarat School of Mines, and at the Working Men's College, Melbourne writes as follows:

"The Platinotype process is decidedly the most perfect process of photographic printing, as the metal is not affected by any sulphurous fumes or compounds such as are found in the atmosphere, whereas other processes are easily attacked by them.

"The impression is indeed unalterable and were it possible to hold a platinotype print in the hand for several hundreds of years the paper would crumble and rot away, but the photographic platinotype image would remain intact.

"L. HART."

If you wish your pictures printed in platinotype, see that you do not get imitations.

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CANNOT EXplode * * *
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Consumes nothing but Kerosene Oil.
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See Lamps now on exhibition and get details.

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No home should be without a supply of **DANDRUFF KILLER** on hand. It has become very popular and is being used by both sexes. A sure cure for dandruff, prickly heat and all skin diseases.
Sold by all druggists and at Union Barber Shop.
Remember the trade mark "The Two Faces." Beware of imitations.
F. PACHECO,
Sole Proprietor.
Telephone No. 696

GEN. OTIS' ARMY

Commander at Manila Does Not

DECISION OF THE CABINET

Decision of the Administration -
Effective Force of 22,000 -
Lawton and Shafter.

WASHINGTON, April 19.—A conference held at the White House today, between the President, Secretaries Alger and Long, and Adjutant Corbin resulted in the confirmation of the original decision of the Administration to at present refrain from availing itself of the authorization conferred by Congress to organize a volunteer army of 35,000 soldiers in addition to the present regular army.

Gen. Otis' latest cablegram descriptive of the conditions in the Philippines was carefully considered and it was concluded to accept his estimate of the military needs of the case, so that as he has already indicated his present army is sufficient for the purposes, he has in view, the decision is tantamount to a resolve to avoid recourse to the additional volunteers.

A cablegram was sent to Gen. Otis, however, calling forth the necessity for withdrawing the state volunteers from the Philippines, again asking him whether he would need more men after he has received the reinforcements now on the way to Manila or under orders to embark as soon as transportation can be secured.

Otis now has a force believed to aggregate about 22,000 effective men. Secretary Alger informed him that the troops now on the way would give him an army of about 30,000 men after allowing for the return of the state volunteers. This is believed at the War Department to meet all of the needs of the summer season. It is intended to withdraw one regiment from Porto Rico and send three regiments now in this country to the Philippines as soon as they can be equipped and transported there, though it is not believed that they will reach Manila for two or three months. It is also stated that the conditions in Cuba are such that it is quite probable some troops can be withdrawn from that island for service in the Philippines.

The matter of returning the volunteers was also discussed. The department is arranging for their return to the United States as soon as the necessary transportation can be secured. To General Otis has been left the selection of the organizations to be sent home first, and it is expected that he will follow the plan that he has outlined of relieving first the men who have been longest in the Philippines.

CHICAGO, April 18.—Maj. Gen. Shafter passed through Chicago today en route to his brother's home in Syracuse, Ill.

Discussing the Philippine war he said: "If Gen. Lawton says 100,000 men are needed in the Philippines in order to effectually end hostilities and bring the natives to terms I should say that undoubtedly an army of such proportions is required. We of the army have supreme confidence in Gen. Lawton's judgment, and it is his practice to underestimate rather than exaggerate when passing upon existing conditions.

"I don't know Otis—never saw him," the general added. "I think Lawton had a right to criticize the tactics of the commanding general if he believed them to be unwise.

"The Filipino is a suspicious fellow, just like the Cuban. He can't see the good intentions of this Government and he never will until we subjugate him with powder and ball.

"I have said before that it may be necessary to kill half the population of the islands in order that the remaining half may be lifted from their semi-barbarity to the civilization we are ready to give them."

"And let me tell you," General Shafter concluded, impressively, "that I do not believe our troubles in Cuba are over by any means."

SYCAMORE, Ill., April 18.—Gen. Shafter is at his brother's home in this city suffering from an attack of malarial fever. His physician says the attack is not serious and hopes to see Gen. Shafter well enough to go to San Francisco in two or three days.

NEW YORK, April 18.—A special to the Sun from Washington says: Secretary Alger said to a Sun reporter this evening that 5000 of the volunteer troops in the Philippines will sail at once for San Francisco on the transports now at Manila. Just what volunteer organizations will be sent home at this time the Secretary does not know, but he expects to be informed by Gen. Otis within a day or two.

OMAHA, April 18.—Capt. Baxton, of the Quartermaster's Department, has awarded the contract for transporting the Sixteenth Infantry to San Francisco. The battalion at Fort Crook will go by the Burlington, and the battalion at Jefferson Barracks and Fort Leavenworth will be divided between the Missouri Pacific, Santa Fe and Rock Island.

THE BEST IN THE WORLD.

We believe Chamberlain's Cough Remedy is the best in the world. A few weeks ago we suffered with a severe cold and a troublesome cough, and having read their advertisements in our own and other papers we purchased a bottle to see if it would effect us. It cured us before the bottle was more than half used. It is the best medicine out for colds and coughs.—The Herald, Andersonville, Ind. For sale by all Dealers, Benson Smith & Co., Ltd., Agents for H. I.

Capl. Barneson.
SEATTLE (Wash.), April 15.—Captain John Barneson, a well-known shipping man of this city, has been appointed an assistant Quartermaster of the United States Army. He will have charge of the government transports running out of San Francisco. Captain Barneson was commander of the transport Arizona on her first trip to Manila.

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CALUMET Baking Powder

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FLOOR LINOLEUMS
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Of Best Value Ever Imported

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E. W. JORDAN
No. 10 STREET

NEW : LINE

HANDSOME SILK
BED-SPREADS,
TABLE COVERS, GRASS
CLOTH CENTRE PIECES.
These are of very dainty patterns.
Also a new line of
Pejamas, Neck-
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Handkerchiefs.
More New Goods to Arrive Soon!



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HOTEL ST., COR. NUUANU.

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New Stock

We have some of the "KENESAW MARBLE CO'S." stock that we will place on the market at once. There is no question about its value and it ought to go fast.

Please call early and get "choice blocks." We don't limit you to any certain amount.

Our "IRON FENCING" is selling at a good advance and promises to open firm this morning.
If you can handle any of these call at our office.

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Ivory, Lacquer, Silver and Crockery
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Which we will sell at the very lowest market rates.
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The attention of those having capital to invest is called to the fact, that no city in the United States or probably no city in the world offers better opportunities to make profitable or fortunate investments in Real Estate than does the city of San Francisco at the present time.

A great many reasons can be given why San Francisco really will advance in value from now on.

I offer my experience and knowledge of values to intending buyers of business properties or residence sites I can submit some very desirable purchases of Real Estate that will yield a fine income and steadily advance in value.

Information cheerfully given. Parties coming from the Islands who desire to invest are requested to call. I will be happy to correspond with any who may wish to obtain information in regard to San Francisco Real Estate.

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Steam Engines,
BOILERS, SUGAR MILLS, COOLERS,
BRASS AND LEAD CASTINGS,
and machinery of every description made to order. Particular attention paid to ship's blacksmithing. Job work executed on the shortest notice.

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PROMPT SERVICE, STYLISH TURN-OUTS, SAFE DRIVERS.

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Dr. Rowat is always in attendance at the Stables.

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CAREFUL AND WELL INFORMED DRIVERS.
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Orders for Surreys, Wagonettes, Single or Double Teams at a moment's notice.

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BEEF, PORK
Always On Hand.

Sausages, Liver, Head
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CENTRAL MEAT MARKET.
214 Nuuanu St. Tel. 104.

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New Importation of
SILK GOODS, in the piece, SILK HANDKERCHIEFS, SILK SHAWLS, DECORATED FLOWER POTS, NEW PORCELAIN CUPS AND SAUCERS, TEA AND DINNER SETS, CARVED IVORY, RATTAN CHAIRS, CARVED WANDALWOOD BOXES.

THESE GOODS ARE THE HANDSOMEST IN ALL HONOLULU.

WING WO CHAN & CO
210-212 Nuuanu Street.

UNCLE SAM RESTAURANT.
FORT STREET, NEXT TO CLUB STABLES. Open from 5 a. m. till 12 p. m. We serve the best 25 cent meals in the city. Try them.

SANDWICHES WITH COFFEE, 20c.
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Ordinary and Term Deposits received and interest allowed in accordance with rules and conditions printed in pass books, copies of which may be had on application.

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SAN FRANCISCO AGENTS—The Nevada Bank of San Francisco.

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On October 1st, 1898, and continuing until further notice, Savings Deposits will be received and interest allowed by this Bank at four and one-half per cent per annum. The terms, rules and regulations of the Hawaiian Postal Savings Bank will be adopted as far as it is practicable to apply them, and the Cash Reserve of \$50,000 as required under the Postal Act will be maintained.

Printed copies of the Rules and Regulations may be obtained on application.

BISHOP & CO.
Honolulu, September 7, 1898. 5019

ESTABLISHED IN 1858.

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Commercial and Travelers' Letters of Credit issued, available in all the Principal Cities of the World.

INTEREST allowed after July 1st, 1898, on fixed deposits: 3 months 3 per cent; 6 months 3½ per cent; 12 months 4 per cent.

THE YOKOHAMA SPECIE BANK

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Subscribed CapitalYen 12,000,000
Paid Up Capital.....Yen 10,500,000
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HEAD OFFICE: YOKOHAMA.
BRANCHES AND AGENCIES:
Kobe, London, Lyons, New York, San Francisco, Shanghai, Bombay, Hong Kong.

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On Fixed Deposit for 12 months 4 p. c.

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p. a.

On Fixed Deposit for 3 months 3 p. c.

p. a.

INTEREST ALLOWED BY THE HEAD OFFICE AT YOKOHAMA.

On Current Deposit 4 per cent. p. a.

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p. a.

The Bank buys and receives for collection Bills of Exchange, Issues Drafts and Letters of Credit on the above Branches and Agencies and transacts General Banking Business.

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FIRST NATIONAL BANK, YOKOHAMA.

IN THE SUPREME COURT OF THE HAWAIIAN ISLANDS.

SEPTEMBER TERM, 1898.

LINCOLN L. McCANDLESS v. JOHN H. ESTATE, Limited.

APPEAL FROM A DECREE OF A CIRCUIT JUDGE OF THE FIRST CIRCUIT OVERRULING A DEMURRER.

SUBMITTED OCTOBER 6 AND 7, 1898. DECIDED APRIL 20, 1899.

JUDD, C.J., WHITING, J., AND H. E. COOPER, ESQ., OF THE BAR, IN PLACE OF FREAR, J., ABSENT.

A husband marrying a wife owning real estate, before the Married Woman's Act of 1888, has the right to lease or otherwise dispose of her real property with her written consent for a definite term pending his natural life.

The "agreement" recited in the decision held not to create a revocable license, but an interest in land and resembles a lease. That the husband under the agreement, created thereby a special partnership with plaintiff, does not make the disposition of his wife's land for certain purposes an illegal exercise of his marital right. A covenant by a lessor that the land be used in a particular way can be enforced in equity.

The reservations in the agreement of certain portions of the whole land of "Waipio" indicate that the parts not reserved were intended by the parties to be used for the purposes set forth in the agreement, that is, for the "breeding and fattening of cattle," under the terms and conditions in the agreement set forth.

The covenant that the land be used in a particular way binds the covenantor and his assigns who take with notice.

Where a covenant is capable of specific enforcement, its threatened breach may be enjoined.

OPINION OF THE COURT BY JUDD, C. J.

The under recited agreement became the subject of the present litigation:

"This agreement made and entered into this 6th day of September, 1893, between Lincoln L. McCandless of Honolulu, in the Island of Oahu, the party of the first part, and Charles A. Brown, of the same place, the party of the second part.

Whereas the said party of the first part, is the owner of three hundred and fifty (350) head of cows and heifers on the said Island of Oahu, and Irene Ii Brown, the wife of the said C. A. Brown, is the owner of the tract of land known as the Ahupuaa of Waipio and of other ilis and lands situate within the said Ahupuaa of Waipio, situate in the District of Ewa, Island of Oahu, aforesaid, and whereas the said party of the second part, by and with the consent of his said wife Irene Ii Brown, signified by her execution of these presents has agreed to and with the said party of the first part, that the said three hundred and fifty (350) head of cows and heifers shall be put to pasture on the lands of said Irene Ii Brown in said district of Ewa upon the terms and conditions hereinafter set forth, and together with their increase shall be held and sold on the joint account of the party of the first and second part in equal shares.

Now this agreement witnesseth that in pursuance of the premises and in consideration of the mutual benefit to be derived by the parties hereto, he the said party of the first part, doth hereby for himself and his executors and administrators promise and agree to and with the said party of the second part, and his executors, administrators or assigns, that he will, within six months from the date of the finishing of the mountain fence, hereinafter agreed to be built, drive and place upon the Ahupuaa of Waipio and other lands in said district of Ewa lying within the same Ahupuaa, three hundred and fifty (350) head of cows and heifers, no heifer to be under one year of age, to be owned together with their increase by the said party of the first part and the second part on joint account and equal shares;

That he will build at his own cost and expense a mountain fence from the Waiawa fence to the fence dividing Waipio from Waianae-uka;

That he will furnish at his own cost and expense three (3) bulls of pure or part polled Angus breed, for breeding purposes for the original herd of three hundred and fifty (350) head;

That he will brand the said herd of three hundred and fifty cows (350) and heifers and all their increase with a brand to be registered as the joint brand of the parties of the first and second part;

That he will allow during the term of this agreement one-half (½) of the number of cattle that he may have the right to deliver by reason of his 1-32 interest in the Metropolitan Meat Co. to be delivered from said lands from partnership cattle for their joint account;

That he will not make any charge for services rendered by him in the carrying out of the agreements herein contained, or of the business for which these presents are entered into;

That when any of the cattle or live stock are fattened and ready for sale, he will sell or cause the same to be sold, and the proceeds thereof after deducting expenses of driving and delivering shall be equally divided between the parties of the first and second part;

And the said party of the second part for himself and his executors, administrators and assigns doth hereby promise and agree with the said party of the first part and his executors administrators and assigns that he and they may and shall pasture and herd all said three hundred and fifty (350) head of cows and heifers and their increase and all bulls used for breeding purposes on the lands now used for pasturage, (the party of the second part reserving all lands now used for the cultivation of rice and taro, and the two fish ponds and sea fishery; the land now used for making salt; all Konohiki house lots, the present house lot with vegetable garden mauka of same; the paddock between the house and depot and the small paddock makai of house now occupied as a ranch house, by the party of the second part), in the said Ahupuaa of Waipio and other lands within said Ahupuaa free of charge during the term of this agreement;

That he will turn over all wild unbranded cattle running upon the said Ahupuaa of Waipio and other lands within or adjoining said Waipio and under his control to be held and owned for the joint account of the parties of the first and second part;

That he will turn over all his tame herd of cattle now running on said land or lands and branded J I and B to be held and owned for the joint account of the parties of the first and second part;

And it is mutually agreed between the parties of the first and second part, that this agreement shall be in force for the term of fifteen years, from the date hereof fully to be complete and ended;

That all net profits shall be divided equally;

That all expense connected with the business, to wit, Branding, driving, freight, repairs to existing fences and houses used in the business, and the mountain fence erected by the party of

the first part, taxes on live stock and buildings as above, and upon all portions of land used as pasturage and all other expenses incidental to the business shall be borne equally;

That the said party of the first part shall have the sole management, control, supervision, conducting and carrying on the cattle business entered into under this agreement;

That all disputes shall be settled by arbitration; that the said party of the second part shall cause all Konohiki laborers or natives pasturing stock upon said land or lands, to work one day in each month for the partnership, for each and every head of stock running on said land;

That the said party of the first part shall have the right of pasturing upon said land or lands free of charge ten head of horses or mares;

That the said party of the second part, and his said wife, Irene Ii Brown, his son George Ii Brown, and Mrs. George K. Norton, the sister of his said wife, shall have the right of pasturing upon said land or lands, all horses belonging to them not to exceed in the aggregate 100 head, and all cattle branded J I and B and belonging to his said son George Ii Brown, not to exceed on the whole one hundred head of cattle;

That should at any time the United States Government desire to purchase the peninsula known as Pahao or any portion thereof, the same shall be sold free and clear of this agreement, and without any claim for damage to be made by the party of the first part by reason of such sale;

That the said party of the first part will not buy any Kuleanas within said Waipio or lands within its boundaries;

That the parties of the first and second part shall contribute towards the rent of the land known as Waikakalau the sum of Forty Dollars per annum and taxes during the term of this agreement;

That this business shall be carried on under the firm name or style of Brown & McCandless;

That at any time when store cattle are bought with the proceeds realized from the sale of partnership property or stock, such store cattle shall be held and owned upon joint account and equal shares;

That should at any time the party of the first part, purchase store cattle with private means and money, and such store cattle are put upon said land or lands for fattening, that then (¼) of the net account sales of such store cattle or stock shall be paid to the party of the second part in lieu of any charge for pasturage, provided however that the party of the first part shall before placing and putting said cattle so purchase upon said land or lands, obtain the written consent of the party of the second part;

That upon the expiration of the term of all present existing agreement or contracts to fatten cattle, upon shares or upon a percentage of their net account sales, the said party of the second part will not enter into any other or further agreements or contracts to fatten cattle upon shares, or upon a percentage of their net account sales, without the written consent of the party of the first part first had and obtained, and all profits that may be derived under or by virtue of any such agreement or contract shall ensue to the benefit and joint account of the parties of the first and second part in equal shares;

That all existing agreements of pasturage for work oxen and horses of Chinese rice firms on Waipio-uka shall enure to the benefit of the party of the second part, but after two years from date hereof the pasturage charge for the taking on pasturage of such work oxen and horses shall be raised by the said party of the second part as follows: for the working oxen Eight Dollars (\$8.00) per year, for all working horses Nine Dollars (\$9.00) per head per year, except in such cases where a contract is in existence for a specified price per head per annum;

That the said party of the second part shall have the right to take on pasturage upon Waipio-uka only, not more than 250 head of work horses and 150 head of work oxen, the pasture fee for same to enure to his sole use, benefit and advantage for the first three years of the existence of this agreement; after the expiration of said term of three years all money received as pasturage charges for all stock upon said lands shall be for the joint benefit of the parties of the first and second part in equal shares;

That after the expiration of said three years should the taking on pasturage of such work horses and oxen in the opinion of the party of the first part in any way interfere with or decrease the pasturage of the joint stock thereof, then and in such case no more stock shall be taken to pasture and all work horses and oxen then pasturing on said lands shall be removed and taken away;

That at the expiration of the term of this agreement, the said party of the second part shall have the first option of purchasing the interest of the party of the first part in the herd of cattle and their increase then upon the land or lands;

That in the event of the parties here failing to agree upon a price to be paid by one to the other for his share or interest in said herd of cattle then and in such case the herd shall be divided equally, such division to be made by arbitrators, one to be chosen by each party and the two then chosen to select a third and the decision rendered or apportionment made shall be final and conclusive;

That in case of a division as hereinbefore provided, then the said party of the first part shall have the time of six months in which he may remove and take away his share or half (½) of said cattle, and no charge of pasturage for said term of six months shall be made by the party of the second part;

And that all improvements made or put upon or any buildings erected upon said land or lands shall at the expiration of the term of these presents revert to and become the property of the said party of the second part; that all accounts shall be balanced and a settlement made between the parties hereto every twelve months; that in case of the absence of the party of the first part from the Hawaiian Islands that then and in such case the said party of the second part shall have the management, control and supervision, conducting and carrying on of said cattle business during such absence;

In Witness Whereof, the said parties of the first and second part, and the said Irene Ii Brown in token of her consent and confirmation of the agreements hereinbefore set forth, and of the execution of these presents, have hereunto set their hands and seals, the day and year first above written."

Following is the bill before us:

"The bill of complaint of the above named plaintiff, Lincoln L. McCandless, respectfully shows as follows:

1. That the Plaintiff is a resident of said Honolulu and that the defendant is a Hawaiian corporation having its principal office and place of business in said Honolulu.

2. That upon the 6th day of September, A. D. 1893, the plaintiff being then the owner of 350 head of cows and heifers on the said Island of Oahu, and Irene Ii Brown, wife of Charles A. Brown, of said Honolulu, being the owner of the Ahupuaa of Waipio and of certain ilis and lands within said ahupuaa situate in the District of Ewa in said Island of Oahu, did with the consent of the said Irene Ii Brown enter into a certain agreement, a copy whereof is hereto appended and made a part hereof, with the said Charles A. Brown, which said agreement was consented to and confirmed by the said Irene Ii Brown.

3. That in and by the said agreement it was agreed by the said Charles A. Brown and Irene Ii Brown that for and during the term of 15 years from said 6th day of September, A. D. 1893, the plaintiff and his executors, administrators or assigns might and should pasture and herd, free of charge, all said 350 head of cows and heifers and their increase and all bulls used for breeding purposes on the lands then used for pasturage in the said Ahupuaa of Waipio and other lands within said ahupuaa, and that the said Charles A. Brown would turn over all wild unbroken cattle running upon the said Ahupuaa of Waipio and other lands within or adjoining said Waipio and under his control to be held and owned for the joint account of the plaintiff and the said Charles A. Brown, and that he, the said Charles A. Brown, would turn over all his tame herd of cattle then running on said lands to be held and owned for the joint account of the plaintiff and the said Charles A. Brown, dividing equally all net profits and bearing equally all expenses;

And that the plaintiff should have the sole management, control, supervision, conducting and carrying on of the cattle business entered into under said agreement;

Excepting, however, and reserving from the operation of said agreement the land then used for rice, taro, fish-ponds, sea-fishing and salt lands, and certain house lots and paddocks, as in said agreement expressed;

And with certain other conditions and stipulations which fully appear in said written agreement.

4. That the plaintiff placed his said herd on said land and that said herd, with its increase, except such cattle as have been sold in the ordinary course of the business of a cattle ranch, are, together with the cattle agreed as aforesaid to be placed thereon by said Charles A. Brown, now pasturing and running on said land, and that the plaintiff has to this date managed and carried on the cattle ranch so formed as aforesaid, and is now managing and carrying on the same, and has in all respects done and performed all the acts and things required by said agreement to be done and performed by him.

5. That on the 2nd day of July, A. D. 1897, the said Charles A. Brown and Irene Ii Brown transferred and conveyed to one Holmes, who thereupon transferred and conveyed to the defendant, the said land and all their cattle thereon and all their rights under the said agreement, and that the defendant now holds the property so conveyed and has since exercised and now exercises all the rights secured to said Charles A. Brown and Irene Ii Brown under said agreement, and has accepted and undertaken and is liable and subject to all the covenants and stipulations which the said Charles A. Brown and Irene Ii Brown, and each of them, made and entered into in and by the said agreement.

6. That the herd of cattle now held under said agreement by the plaintiff and defendant and running and pasturing on said land number from 600 to about 700 head;

7. That the deep gulch, called the Kipapa Gulch, is in said land and is part of the land on which said cattle run and pasture and since said agreement have run and pastured;

8. That the water naturally flowing in and through the said gulch, varying greatly in wet and dry seasons and in times of freshets, has always heretofore been available and of great use and benefit to the cattle running on said lands, and that there are many natural receptacles, pools, depressions and pockets in said gulch in which water has always heretofore accumulated in times of freshets or of wet seasons and there remained for the use and benefit of said cattle until consumed by the cattle and disappearing by natural causes of evaporation, or otherwise, and that in dry times the said cattle largely depend for their drinking water upon water so collected and standing as aforesaid in such receptacles, pools, depressions and pockets in said gulch;

9. That the defendant on the 15th day of April last informed the plaintiff that it was negotiating with the Oahu Sugar Co., Limited, for a lease of the water in said gulch and a portion of the makai part of said land of Waipio, and the defendant would "refuse to recognize any rights of Brown and McCandless in the matter," meaning thereby and including any rights of the plaintiff in or under the said agreement;

10. That the defendant claims that it has the right to lease and asserts that it is about to lease to said Oahu Sugar Co. two large tracts of land being portions of said Ahupuaa of Waipio, one of said tracts containing about 200 acres and lying between the Oahu Railroad track and the Government Road to Waianae, and the other tract containing about 1400 acres, situate on the peninsula and known as Pahao;

And also to grant to said Oahu Sugar Co. the right to divert and take from said Kipapa Gulch all the water which the defendant and said Oahu Sugar Co., one or both of them, should claim to be not required for the uses and purposes of the cattle and business mentioned in said agreement;

And also to grant to said Oahu Sugar Co. the right to build such flumes and ditches and make such reservoirs as the said Oahu Sugar Co. should deem to be necessary or proper on the lands named in said agreement and not leased to said Oahu Sugar Co.

11. That the lands so proposed by the defendant to be leased to the said Oahu Sugar Co. are part of the lands heretofore used and now in use for cattle ranching under the said agreement, and are necessary and proper for the full benefit, use and enjoyment of said lands for a cattle ranch or for the purposes named in said agreement.

12. That the defendant also claims that it has the right and asserts that it is about to grant to the said Oahu Sugar Co. the right to tap the stream now and heretofore flowing in said gulch at or near the head or source of said stream in order thence to divert the water as above mentioned, and that such tapping of said stream and such diversion of said water would, except in times of freshets, result in drying up the bed of the stream of water heretofore flowing in said gulch.

13. That the granting of said lease and water rights as aforesaid would authorize and permit the said Oahu Sugar Co. to dig and maintain many water ditches over and across the lands heretofore and now held for said cattle ranching, and that such ditches would be required in order to exercise the rights proposed to be granted as aforesaid under said lease and water grant, and that many of the cattle now and heretofore running on said lands under and in conformity with said agreement would be liable to be seriously injured or killed in running or being driven across, into or over such ditches and that such ditches would also be a material and serious obstruction to the driving of said cattle across the range in the cattle drives which the said cattle business requires as stated periods;

14. That if the defendant shall make such lease of land and grants of water as above mentioned, the said lands and the water thereto appurtenant will, by reason of the matters and things above mentioned, become less valuable and useful for purposes of a cattle ranch as provided for under the terms and conditions expressed in said agreement;

And the plaintiff will be subjected in the premises to great and irreparable loss and injury, and the defendant in so doing would violate the terms of said agreement;

15. That the defendant has requested the plaintiff to consent to the lease and grants of water rights above mentioned and

that the plaintiff refuses to consent thereto, and has requested the defendant to desist from the same, with which request the defendant declines to comply;

And that the plaintiff is informed by the defendant and believes that the defendant will, unless restrained by a writ of injunction issuing out of this Honorable Court, make the lease of land and grants of water and of other rights herein mentioned, and such injunction is here prayed for.

Wherefore, the plaintiff prays:

1. That the defendant be summoned to appear and answer hereunto and be bound by all the proceedings to be had therein:

2. That the defendant, its officers, agents and servants, be enjoined by writ of injunction issuing out of this Honorable Court from making any lease of any of the land now and heretofore used for said cattle or cattle ranch, and from making any grant of any water or rights of water, or rights to make or maintain ditches, flumes or reservoirs in or upon any of said lands:

3. For such other and further relief, orders and decrees as may be requisite and proper."

Following is the amendment:

"The plaintiff with the consent of the Court, hereby amends his bill herein by adding thereto a new paragraph numbered 2a.

"2a. That the said Charles A. Brown and the said Irene Ii Brown were married on the 30th day of September, 1886, at a time when by the laws of Hawaii, the husband by virtue of his marriage, unless otherwise stipulated by express contract, have the custody, use and usufruct, rents, issues and profits of all property of a fixed and immovable nature, belonging to his wife before marriage, or accruing to her after marriage; and by virtue of which he could, with her written consent, rent or otherwise dispose of the same for any term not exceeding the term of his natural life;

That neither at the time of the marriage of the said C. A. Brown and Irene Ii Brown nor before or since then was any stipulation by express contract or otherwise, by virtue of which the said C. A. Brown was deprived of any of the rights, powers and privileges conferred upon him by the said law last above referred to, made or entered into;

That on the said 30th day of September, 1886, the said powers, rights and privileges above enumerated, by virtue of said law and said marriage accrued to and became vested in the said C. A. Brown, into and concerning all of the property of a fixed and immovable nature, belonging to his said wife before said marriage, and continued to belong to and be vested in him up to and including the said 6th day of September, 1893, the day of the date of the said agreement the subject of this suit;

That the said Ahupuaa of Waipio and other lands in said agreement mentioned, to be occupied for the purposes of said agreement, were the lands of the said Irene Ii Brown at and before the said date of her said marriage, and upon said marriage became subject to the use usufruct, control and disposal of her said husband, in accordance with said law, and so continued up to and including the said 6th day of September, 1893, the date of said Agreement."

This bill was demurred to by defendant on the ground that it does not disclose facts sufficient to constitute a cause of action and that the plaintiff has a complete and adequate remedy at law. The circuit judge overruled the demurrer, and the defendant's appeal from the decree was heard by us at the September term, 1898. We have found the issues of law raised in this case to be numerous and difficult of solution.

The plaintiff's contentions are that the agreement binds Charles A. and Irene Ii Brown and their assigns the John Ii Estate for the term of fifteen years. The agreement gives plaintiff an interest in the land which cannot be cancelled at the will of the Browns nor of the defendant, their assigns. The agreement does not create a revocable license but a virtual lease of the land. Equity should enjoin the alienation by defendant by way of lease or otherwise any portion of the land or water inconsistent with their use as pasturage and water for cattle under the agreement. The lease contemplated to be made by defendants would diminish the value of the land to the plaintiff as a cattle ranch and subject him to irreparable loss and injury and would be in violation of the terms of the agreement.

The defendant claims that the agreement created a mere license revocable at will with notice to plaintiff. That the agreement created a partnership between the parties, and not a lease of the land; that a suit for damages in case the proposed lease was made would afford compensation to plaintiff.

We first consider the legal status of C. A. Brown when he executed the agreement. He was in 1886 married to Irene Ii who owned the land in question. The Married Women's Act was passed in 1888. Mr. Brown's status must be settled by the law in force in 1886, which was Section 1286 of the Compiled Laws: "The husband shall in virtue of his marriage, unless otherwise stipulated by express contract, have the custody, use and usufruct, rents, issues and profits of all property of a fixed and immovable nature belonging to his wife before marriage, or accruing to her after marriage; and he may, with her written consent, rent or otherwise dispose of the same for any term not exceeding the term of his natural life." That this vested right of the husband was not affected by the subsequent Act of 1888, see *Nam Chong & Co. v. Lau Kona*, 9 Haw. 373.

Mr. Brown, then, having the legal right to lease or "otherwise dispose" of his wife's property had, during the term of his natural life, the right to enter into the agreement, his wife consenting to it. The incident of his making the agreement take the form of a partnership with plaintiff by which he, Brown, contributed to its assets (or partnership capital) the use of the land upon which the cattle contributed by him and by plaintiff were to be pastured, in the gains from which they were to share, does not make his agreement any the less a legal disposition of the use of his wife's land during the term of his (Brown's) natural life. It was suggested in the defendant's brief that a subsequent divorce of Mr. Brown has destroyed his estate in his wife's land. But this defense is not in issue on the demurrer and we cannot consider it. The defendant corporation has succeeded entirely to the rights and obligations of Brown in the agreement. The bill so alleges and the plaintiff made no objections to his new partner, the defendant. Whether the defendant could terminate it is not in issue on the demurrer. The defendant has thus far done

no act looking to this. We have called the agreement a "partnership." It seems to us to have the ingredients of a special partnership.

But it is contended that a revocable license only by Mr. Brown or Mrs. Brown or both of them was created by the agreement in favor of plaintiff. A "license" in the law of real property is an "authority to do a particular act or series of acts upon another's land without possessing any estate therein." 13 Ency. 539; Wash. R. P. 629. It is a personal privilege, is not assignable, ceases upon the death of either party and is revoked by a sale of the land by the licensor. But the agreement expressly binds the executors, administrators and assigns of the parties. (Whether the stipulation in the agreement for the personal services of the plaintiff in conducting the business would survive his death is not raised by the demurrer.) If the instrument in question passes to the plaintiff a right to use the land for a definite term for a specific purpose, the grazing thereon of cattle, it creates an "interest" in the land, and therefore it does not create a license revocable at the will of the licensor, and it is immaterial whether the licensor be Mr. Brown in the exercise of his marital right, or Mrs. Brown, the then owner, to the partnership consisting of her husband and the plaintiff. The evident intention of the parties was to demise the pasturage of the land in question to plaintiff for the term of 15 years and Mr. Brown shared in the profits as a partner of plaintiff. This grant was in writing, signed by the parties, and was supported by valuable considerations moving from plaintiff. He was to furnish a certain number of cattle, put up a mountain fence, to procure and register a new brand as the joint brand of the joint concern, to allow the concern to furnish for market one-half of the cattle allowed himself under his interest in the slaughtering company; to attend to and manage all the business of the concern without charge, to pay half of the taxes on the property used by the concern, half the rent of the land of Waikakalana, one-half of the repairs of buildings and fences and covenants, not to purchase kuleanas in Waipio.

The reservations by Brown are numerous, i. e., the lands now used for the cultivation of rice or kalo, two fish ponds, the sea fishery, the land used in making salt, konohiki house lot; the present house lot and vegetable garden mauka, the paddock between the house and depot, and small paddock makai of ranch house. That the intention of the parties was to place at the disposal of the partnership all the land of Waipio for pasturage, excepting only the portions reserved by Brown, is made clearer by the clause, "That should at any time the United States Government desire to purchase the peninsula known as 'Pahao,' or any portion thereof, the same shall be sold free and clear of this agreement, and without any claim for damage to be made by the party of the first part by reason of such sale." Certainly if the parties thought that all of Waipio, a part of which Pahao is, was placed by the agreement in the use of the copartnership for pasturage, it would need a clause of the above character to allow any part of it to be sold and the area of the range of the cattle diminished without a claim for damage on the part of the plaintiff. Is it not inferable from this special clause that the parties intended that the whole land was to be dedicated to the pasturage purposes of the partnership? It is contended by the defendant that the clause that "Pahao" may be sold "without claim for damage" by plaintiff shows that the parties have chosen as the forum for redress a law court for damages and excludes the jurisdiction of a court of equity to enjoin the execution of a lease by defendant which would diminish the area of the pasturage. We hardly think that the plaintiff intended to be restricted to a law court by this language. He was thinking of redress in general and was willing to forego whatever remedy he would have, if the sale to the United States Government should take place. We hold that the intention of the parties to the agreement was to part with the occupation of all the land of Waipio, except the reserved portions, to the partnership for pasturage of cattle put on the land to breed and fatten for sale. Whether this be called a license coupled with an interest, an executed license, or a lease it is immaterial. It seems to us to be more like a lease than any other interest so far as the use of the land is concerned. And this character does not seem to be affected by the interest which Brown had reserved in the partnership in lieu of rent. And yet it is not a lease in that it gave the partnership or either party to it a right to make whatever use of the land it chose. The "interest" of plaintiff in the land is limited to his use of it for the food and water is produced as sustenance of the cattle of the partnership and he could not use it for any purpose not essential to this purpose. Then why could the defendant divert any portion of the land by lease or sale from the special use to which it was devoted by the agreement? It could not, if by so doing the interest of the plaintiff as copartner was injured. It is averred in the bill that such an act would produce irreparable injury. Of course such averment would have to be established. Whether equity alone has cognizance of such a cause of action is the most difficult question arising in the case.

The application herein made is for an injunction to restrain defendant from violating its contract.

Mr. Pomroy says, "If the owner of land enter into a covenant concerning the land, concerning its use, subjecting it to easements or personal servitudes and the like and the land is afterwards conveyed or sold to one who has notice of the covenant, the grantee or purchaser will take the premises bound by the covenant and will be compelled in equity either to specifically execute it, or will be restrained from violating it," &c. 2 Pom. Eq. Jur. Sec. 689. One of the cases cited is *Tulk v. Moxhay*, 22 Eng. Ch. Cas. 774 (2 Phillips). The head note is, "A covenant between a vendor and purchaser, on the sale of land, that

the purchaser and his assigns shall use or abstain from using the land in a particular way, will be enforced in equity against all subsequent purchasers with notice, independently of the question whether it be one which runs with the land so as to be binding upon subsequent purchasers at law." Lord Cottenham, Chancellor, said, "That this court has jurisdiction to enforce a contract between the owner of land and his neighbor purchasing a part of it, that the latter shall either use or abstain from using the land purchased in a particular way, is what I never knew disputed." The Chancellor also says, "If an equity is attached to the property by the owner, no one purchasing with notice of that equity can stand in a different situation from the party from whom he purchased."

Now if a purchaser with notice, of the land of a covenantor can be compelled to perform the covenant much more can the covenantor himself be compelled to perform it; and if the covenant can be enforced against him, he can be enjoined from violating it. 3 Pom. Eq. Secs. 1338-1402.

The jurisdiction of courts of equity by injunction against the breach of covenant or agreement is in aid of the legal right and has been assumed for the advancement of justice. Kerr, Inj. p. 492.

"It is not necessary that the breach in respect of which the interference of the court is sought should have been actually committed; it is enough that the defendant claims and insists on his right to do the act complained of, although he may not have actually done it." *Id.* p. 494 and *id.* p. 198. The allegations of the bill are sufficient in this respect.

Another reason for sustaining the bill is, that it is doubtful if plaintiff could bring an action at law for damages against his "co-partner" the defendant. It seems to us that the court can specifically enforce the agreement and it is extremely doubtful if a resort to an action at law for damages, if it could be brought, would afford compensation. How could the damages be computed considering the numerous conditions and covenants of the agreement and the term of its continuance. The remedy at law must be "plain, adequate and complete."

We therefore confirm the decree appealed from, overruling the demurrer.

A. G. M. Robertson, A. S. Hartwell, Cecil Brown and L. A. Thurston for plaintiff.

J. A. Magoon & R. D. Silliman, Kinney & Ballou for defendant.

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CLEVELAND BICYCLES FOR RENT.

We have a few second hand wheels which we are selling at cut rate prices.

CITY REPAIR SHOP

E. Jones. R. Clark. 115 Bethel Street. Tel. 1011.

The Silent Barber Shop

When in need of a good, clean shave by expert artists, with sharp tools, visit the **SILENT BARBER SHOP**. Our instruments are thoroughly disinfected before using by an

ANTISEPTIC SOLUTION.

Ladies' Boot-Black Stand

In rear of shop.

JOSEPH FERNANDEZ, Prop'r. Arlington Block, Hotel Street.

THE PLAY HOUSE

Janet Waldorf Company Continues to Please.

The Star as "Beatrice"—An Even Presentation of a Fine Play—Mrs. Currier.

That Miss Waldorf is a genius must be conceded. Yet according to her instructress, Mrs. Currier, this has not been attained without hard work. Miss Waldorf spent four years' hard application before she ever attempted the stage. Her instructress was Mrs. Currier, and this influence still holds good in all the performances of the Janet Waldorf Company. Mrs. Currier has taken what may be considered crude talent and made it read Shakespeare, which is the highest praise that can be paid the instructress. The company is evenly balanced and shows that one hand is at the bottom of the success of the Janet Waldorf company. The entire company except, perhaps, Mr. McVay, are new to the work, yet through the excellent training given by Mrs. Currier they show excellent work.

Nothing could excel Miss Waldorf's climax in the third act in her exclamation "Oh! that I were a man," and in this act, which is the point of the play, Mr. McGregor was well up to the pace set by Miss Waldorf.

It is absurd to talk any further about Miss Waldorf's developing into a genius in the future. She is a genius now. Her reading is good, her acting is all that could be desired. In other words instead of acting the role she was Beatrice to the end. The audience was so in love with her work that she was twice called to the curtain—at the end of the third and fourth acts. Nothing could have been greater than the climax "Oh, that I were a man" and royally did Mr. McGregor as Benedict respond to her ideal of a man. Three times was the talented actress applauded during this act. It was an ovation to her genius. Yet not so. It was really an ovation to her fine reading of lines so familiar to all cultured people.

In fact nothing could have been more perfect than the reading of the lines of the immortal bard.

Mr. McVay's reading as Dogberry and the Friar Francis was perfect. In fact these parts, which require real reading for the words should always be given Mr. McVay. His fine voice carries in his clear enunciation overcomes bad acoustics. This may also be said of Miss Waldorf.

Mr. McNorval MacGregor really covered himself with glory. His conception of Benedict was far beyond expectation. It was as spirited as the role of Beatrice, which is great praise.

Miss Boyer's Hero was very fine. It might almost be called great in its conception. It was the finest support of the star that could be imagined.

It is impossible that each can be mentioned, yet it must be said that all deserve it. Too much praise cannot be given to the Janet Waldorf Company for their balance. This is undoubtedly due to the fact that the company is under the instruction of Mrs. A. Dow Currier. The Janet Waldorf company is practically a school of instruction which the people of Honolulu should delight to attend. The instructor of Julia Marlowe and Miss Waldorf can instruct all who attend the opera house.

Too much praise cannot be given the care taken in the costuming of the play. The Lady of Lyons, which has great requirements in this direction, will undoubtedly be costumed as well as the plays thus far produced.

T. H. A.

Want the Band.

Robert W. Shingle has received a letter from W. W. Umsted who is now en route to Honolulu as special commissioner to the Islands for the Greater American Exposition to be held in Omaha from July 1 to November 1 of this year. Mr. Umsted's particular object here will be to endeavor to secure the services of the Government band. He has letters and credentials to a number of influential Island people.

THIRTY-ONE LIVES LOST.

WASHINGTON, April 19.—The Secretary of State today received a cablegram from Consul Ayme at Pointe Pitre, Guadeloupe, saying that fires believed to be incendiary started at midnight on the 17th inst., and destroyed sixteen squares in the vicinity of the American Consulate. He says that 400 houses were consumed, thirty-one lives lost and 2000 persons rendered homeless. The loss will approximate \$1,000,000. The Consul adds that the conflagration is out, but great uneasiness prevails among the people. The Governor has arrived at Pointe with fifty soldiers.

AFFAIR DREYFUS.

PARIS, April 19.—The decision of the Court of Cassation, which will probably be delivered on May 1, will be a refusal of revision of the Dreyfus case.

This appalling news has spread consternation among the friends of justice in France, and has already evoked manifold forebodings of the speedy downfall of the republic as the penalty for its renewed defiance of the first principles of truth and righteousness. Shame, indeed, would be the inevitable effect of persistence in the suicidal policy advocated by the anti-Dreyfus Parisians.

HALLLOWELL, Me., April 19.—Col. D. P. Livermore, the oldest telegrapher in the country, died today. He was 94 years old.

New Books!

Just Received by the Mariposa

Cuba and Porto Rica.
Strong Hearts.
Second Thoughts of an Idle Fellow.
Coming of Love.
Sinking of the Merrimac.
In Cuba with Shafter.
McTeague.
And a large number of others in cloth and paper.

A few works just to hand for Professor Rolfe's University Extension Course of Lectures.

Twice Told Tales.
Kidnapped.
The Scarlet Letter.
Nature Addresses and Lectures.
The Fortunes of the Republic.
Poems from the writings of Ralph Waldo Emerson.
Books and Libraries by James Russell Lowell.

THOS. G. THURM

Desks!

Desks!

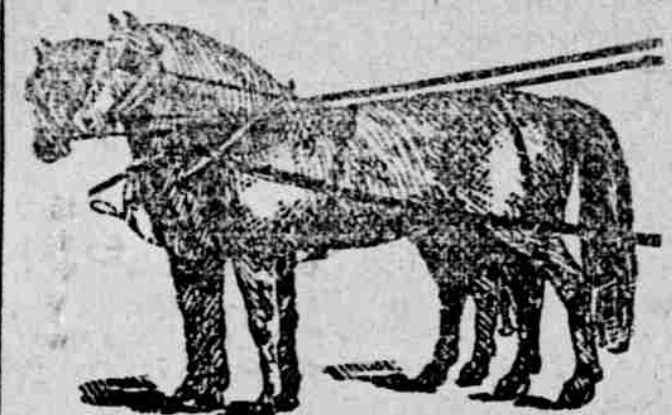
Desks!

We have received a large consignment of desks, chairs and office specialties per the bark "Martha Davis," which will be placed on the market at San Francisco prices, plus the freight, etc. Sale now open at our ware-rooms on Queen Street.

HENRY WATERHOUSE & CO.

QUEEN STREET.

Telephone 313.



FAST TEAM
At Your Own Figures.

LA PALOMA—Bay mare; black points; star in forehead; 15.2 hands. Foaled 1892; Sire Eros, 2:29½; sire of dam of Dione, 2:09¼. First dam, Nettie Nutwood, by Nutwood, 2:18½; second dam, Lady Sculley, by Joseph; third dam, Old Sculley.

TRILBY—Bay mare; black points; star in forehead; 15.1½ hands. Foaled 1893. Sire, Iron Clad, he by Examiner, he by Dorn, he by Nutwood, 2:18½; first dam, Clarissa, by Clarion; second dam thoroughbred.

These mares are 6 and 7 years old, this spring; well broken, single, double and gentle. Lady can ride Trilby. Team go in 3 minutes. Price, \$500.

WITHERS, 5214 Corner Alakea and Queen.

LOST.

DIAMOND SCARF PIN (THREE small diamonds set in three leaf spray). Return to Advertiser office and receive a suitable reward. 5215

"WHAT'S IN A NAME?"
EVERYTHING IF IT'S A GOOD ONE.

MARTIN GUITARS

Are and have been for years the standard of the world.

We have the sole agency for these islands, which add to our strong

ARRAY OF . . .

INSTRUMENTS,
CHICKERING, KIMBALL, KROEGER, PIANOS.

Pianos rented, tuned at

BERGSTROM MUSIC CO.

—LIMITED—

PROGRESS BLOCK.

Telephone 321.

Corner Fort and Beretania Sts.



Just Received By the
Pacific Hardware Co. LIMITED.

Also, Full Lines of

Leather,

Horse and

Mule Collars,

Castile Soap,

Rubber Hose,

Rat Traps

A Car-load of

Garland Stoves,

FROM THE MICHIGAN STOVE CO.

—A FEW MORE—

Secretary Disc Plows.

Pacific Hardware Co.

—LIMITED.—

Fort and Merchant Streets,
King and Bethel Streets.

OFFICE FURNITURE FOR SALE.

1 DOUBLE OFFICE DESK.
1 SINGLE OFFICE DESK.
2 COIN TABLES.
1 COUNTER WITH DRAWERS AND CUPBOARDS.
2 COUNTER DESKS.
1 SET OF THREE SAFE DEPOSIT COMPARTMENTS.
2 OAK ARM CHAIRS.
14 CHAIRS.
1 REVOLVING ARM CHAIR.
1 PINE TABLE.
1 KOA TABLE.
1 CUPBOARD.

For particulars inquire of
THE BANK OF HAWAII, LTD.
5197

CAUTION.

ALL THOSE CLAIMING LOTS under deeds or receipts in the Oahu Cemetery are requested to present evidences of their title to David Dayton, secretary, at his office on Merchant street, on or before April 15th, 1899. All unsettled contracts or unclaimed lots will be sold as provided under charter of the Association.

DAVID DAYTON,
Secretary.
Per order of Board of Trustees.
5198

NOTICE TO STOCKHOLDERS OF THE OOKALA SUGAR PLANTATION CO.

Shareholders in the above company are requested forthwith to deliver their Certificates of Stock to the Secretary for the purpose of having same re-issued in shares of the denomination of \$20 each. The secretary will issue receipts for Certificates delivered him, which can be held by the owner (or other party at interest), until such time as the \$20 shares are delivered. No Certificates for \$20 shares will be issued until all Certificates for \$100 shares are surrendered.
(Signed) E. F. BISHOP,
Secretary Oookala Sugar Plantation Co.
Dated, Honolulu, April 14, 1899.
5206

DIVIDEND NOTICE.

A dividend will be due and payable to the shareholders of the above company, at the office of C. Brewer & Co., Limited, Agents, April 30th, 1899. The stock ledger will be closed to transfers on the 25th to 30th inst., and the above dividend will be apportioned as per stock ledger.
(Signed) E. F. BISHOP,
Secretary Oookala Sugar Plantation Co.
Dated, Honolulu, April 15th, 1899.
5200

REAL ESTATE FOR SALE.

1--A few elegant lots at Manoa on the road, with unsurpassed view and climate. On line proposed Rapid Transit. Easy terms.

2--Several town lots on Beretania Street, Ewa side of Geo. Ross.

3--One house and lot on Beretania Street.

4--Lo's in different parts of Kewalo Tract.

5--Kapiolani Park Addition. Lots, on installments.

8--Two elegant homes at Makiki or Punahou school tract.

10--Lands in Nuuanu valley.

11--Long leasehold at Kakaako with good returns.

13--Only 6 more lots of all sizes in different parts of the most desirable locations of Kalihi, with fine views, macadamized streets, and water supply from city. These lots we sell at lowest figures in monthly installments without interest so as to put them within reach of anybody who wants a home.

17--House and lot, well improved, on wide, macadamized street in Kalihi, just past Kamehameha Schools. Price \$2,250.

18--Fine House Lot of almost 3-4 of an acre, on good street in best locality of Kalihi, with fine view. Water laid on. Will sell cheap.

19--FOR RENT--A Small Cottage at Kalihi.

21--FOR SALE--A house lot 100x200 in block 17 on Lehua Avenue, Pearl City.

22--A few of the very choicest lots, of various sizes, in all Kalihi, Ewa side of H. C. Myers, Esq., commanding an unsurpassed view, on fine street with water from city. A visit to the grounds will convince. Terms to suit yourself.

Cheap for cash, a good house and lot 75x150 near stat on at Pearl City.

Offer For Sale the Following Stock:

HAWAIIAN ELECTRIC LIGHT CO.

KIHEI, assessable.

KIPAHULU.

KONA, assessable.

NAHIKU, assessable.

MAUNALEI, assessable.

W. S. S. CO.

and O. R. R. & L. CO.

Buy and sell outright City and Suburban Real Estate.

Apply to

J. H. SCHNACK or

F. L. DORTCH

—DEALERS IN—

Real Estate and

Stock Brokers.

223 Merchant St.

P. O. Box No. 104

TELEPHONE 662.
P. O. BOX 507.

The Pacific Commercial Advertiser
Issued Every Morning, Except
Sunday, by the
HAWAIIAN GAZETTE COMPANY,
Two Holt Block, King Street.
A. W. PEARSON,
Business Manager.

OAHU RAILWAY & LAND CO.'S TIME TABLE

From and After Jan. 1, 1899.

STATIONS.	Daily (Outward)	Daily (Inward)	Daily (Outward)	Daily (Inward)	Daily (Outward)	Daily (Inward)
Honolulu	7:10	8:15	11:05	8:15	5:10	6:15
Waikiki	7:30	8:35	11:25	8:35	5:30	6:35
Manoa	7:45	8:50	11:40	8:50	5:45	6:50
Waialae	8:00	9:05	12:00	9:05	6:00	7:05
Waimanalo	8:15	9:20	12:15	9:20	6:15	7:20
Wahiawa	8:30	9:35	12:30	9:35	6:30	7:35
Kahala	8:45	9:50	12:45	9:50	6:45	7:50

STATIONS.	Daily (Inward)	Daily (Outward)	Daily (Inward)	Daily (Outward)	Daily (Inward)	Daily (Outward)
Honolulu	6:10	7:15	10:05	7:15	4:10	5:15
Waikiki	6:30	7:35	10:25	7:35	4:30	5:35
Manoa	6:45	7:50	10:40	7:50	4:45	5:50
Waialae	7:00	8:05	11:00	8:05	5:00	6:05
Waimanalo	7:15	8:20	11:15	8:20	5:15	6:20
Wahiawa	7:30	8:35	11:30	8:35	5:30	6:35
Kahala	7:45	8:50	11:45	8:50	5:45	6:50

SHIPPING INTELLIGENCE.

ARRIVED AT HONOLULU.
Thursday, April 27.
Schr. Ke Au Hou, Mosher, from Kona; 4000 bags sugar, 9 sundries.
Schr. Robert Lewers, Wm. G. Gooden, from San Francisco April 13, to H. Hackfeld & Co.; 800 tons general merchandise, 12 horses and 2 cows for Gus Schumann.
Schr. Waialeale, Green, from Kauai; disabled by broken shaft, towed from Hanalei by the James Makee.
Schr. James Makee, Tullett, from Kauai, towing the Waialeale.
Am. S. S. City of Rio de Janeiro, W. Ward, from San Francisco, April 20.
United States troopship Warren, F. Hart, from San Francisco, April 20.
Schr. J. A. Cummins, Searle, 6 hrs. from Waimanalo.
Schr. Helene, Macdonald, 30 hrs. from Hamakua.

SAILED FROM HONOLULU.
Thursday, April 27.
Am. schr. A. M. Baxter, Marshall, for San Francisco.

MOVEMENT OF STEAMERS.
Steamers due and to sail today and for the next six days are as follows:

Steamers	From	Due
Belgian King—Yokohama	Apr. 28	
Moana—Sydney	Apr. 28	
City of Peking—Yokohama	Apr. 28	
Upolu—Kohala	Apr. 29	
Makahala—Makaweli	Apr. 29	
Lehua—Molokai and Lanai	Apr. 29	
Kinau—Hawaii	Apr. 30	
Glandine—Maui	Apr. 30	
W. G. Hall—Kona	May 5	
Coptic—San Francisco	May 5	
Gaelic—Yokohama	May 6	
Australia—San Francisco	May 10	
Mowera—Sydney	May 10	
Aorangi—Victoria	May 12	

Steamers	For	Sails
Belgian King—San Diego	Apr. 28	
City of Peking—San Francisco	Apr. 28	
Moana—San Francisco	Apr. 28	
W. G. Hall—Kona	Apr. 29	
City of Peking—Yokohama	Apr. 29	
Lehua—Molokai	Apr. 29	
Upolu—Kohala	May 2	
Glandine—Maui	May 2	
Kinau—Hawaii	May 2	
Makahala—Kauai	May 2	
Coptic—Yokohama	May 5	
Gaelic—San Francisco	May 6	
Mowera—Victoria	May 10	
Aorangi—Sydney	May 12	

FOREIGN PORTS.
TACOMA—Arrived, April 18, Br. Garonne, from Honolulu.
LONDON—Sailed, March 21, Br. Kinfauns, for Honolulu.
HONGKONG—Arrived, April 19, Schr. Hongkong Maru, from San Francisco via Honolulu.
SYDNEY—Arrived, April 18, Schr. Alameda, from Honolulu.

MEMORANDA.
Per schr. Robert Lewers, from San Francisco, April 27.—Left San Francisco on the evening of April 13th. Fine weather and fair winds were experienced the whole trip, which was made in 13½ days. On April 26th at 10 a. m. off the east point of Maui a ship was sighted heading south.

CASUALTIES.

The steamer Waialeale cracked her shaft on Tuesday night about twenty miles out from Hanalei. She signalled and the steamer James Makee came to her assistance. Through the misunderstanding of orders the tow line got foul of the Makee's propeller and it crashed stern on to the Waialeale, doing no serious damage however. Wednesday morning things were straightened out, and both vessels made Hanalei. The Makee finished loading and towed the Waialeale here, arriving at 2 o'clock a. m. April 26th.

MISSING.
Prince Edward (Nor. bk.) Pande, which sailed from Baltimore July 12 for Honolulu, has been reinsured at 60 per cent. She has been posted at missing.

PASSENGERS.

Arrived.
From Koloa, per schr. Ke Au Hou, April 27.—G. Rice.
From San Francisco, per schr. Robert Lewers, April 27.—George E. R. Carter.
From San Francisco, per P. M. S. S.

City of Rio de Janeiro, April 27.—T. R. Walker, Mrs. Walker, Miss Walker, T. Irvine, B. P. Boyden, A. W. Brown, H. L. Bennett, Henry Fisher, J. H. Fisher, C. S. Shanklin, M. Martin, W. I. Knowlton, Mrs. Knowlton and three European steers. Through: T. Rinaldo, J. B. Gallant, Mrs. Chauncey Thomas, Miss Jettie Lee, F. von Rietzen, Mrs. W. P. Thomas, W. P. Thomas, Mrs. Rinaldo.

Living Ashore.
Capt. Oscar Kustell, who was succeeded in command of the Hawaiian Isles by Capt. Rice, left last night for Southern California, says the San Francisco Chronicle of April 15th, where, if he can find a suitable orange grove for sale, he will settle down. Capt. and Mrs. Kustell are living ashore for the first time in many years.

MEETING NOTICE.

AT A SPECIAL MEETING OF E. O. Hall & Son, Ltd., held April 27, 1899, for the purpose of electing a secretary, vice E. O. White, resigned, E. H. Paris was duly elected secretary.
E. H. PARIS,
Secretary E. O. Hall & Son, Ltd.
5217

ASSESSMENT NOTICE.

NOTICE IS HEREBY GIVEN THAT assessment No. 4 of 25 per cent on the new issue of stock of the Oahu Sugar Co., Ltd., unless previously paid will become delinquent on April 29th, 1899. (Signed) J. F. HACKFELD,
5217 Treasurer Oahu Sugar Co.

HAWAIIAN TRIBE, NO. 1, I. O. R. M.

Hawaiian Tribe No. 1 I. O. R. M. meets THIS (Friday) EVENING at 7:30 o'clock, K. of P. Hall, Fort Street. WORK IN THE ADOPTION DEGREE.
Per Order.
JOHANNES F. ECKARDT,
Chief of Records.

STAMPS FOR SALE.

A LARGE STOCK OF OLD Hawaiian and foreign stamps for sale. Address, P. M. Box, 43. 5217

WANTED.

THREE DRESSMAKERS. APPLY Mrs. W. P. Barnes, modiste, Beretania Street. (Dr. Wood's House). 5217

WANTED.

A STENOGRAPHER. REPLY stating experience (if any) and salary required, to X Y Z, Advertiser office.

WANTED.

A YOUNG HAWAIIAN, MARRIED, with good references. Must speak English and write a fair hand. Address Z, this office. 5217

WANTED.

AGENCIES FOR HAWAII. GOOD window space and office room in Hilo. Address B, P. O. Box 507, Honolulu. 5215

WANTED.

YOUNG MAN WISHES A SITUATION in office. Good references. Address W., Advertiser office. 5216

WANTED.

A FIRST CLASS MILLINER AND an apprentice hand, for my Millinery Department. Apply at once to Mrs. Hanna, Fort street. 5216

WANTED.

A RELIABLE DRIVER. REFERENCE required. Apply at once. German Bakery. 5216

WANTED.

AN APPRENTICE FOR OUR MILLinery department. Apply to B. F. EHLERS & CO., 5213 Fort Street.

WANTED.

MR. E. PIERCE, AT PRESENT AND for many years past bookkeeper for Hamakua Mill Co., and Kukaia Mill Co., desires an appointment. Was formerly for a long period chief accountant to the Royal Niger Co. Reference: Messrs. Theo. H. Davies & Co., Ltd., Honolulu. 5202

NOTICE.

IF THE GENTLEMAN TO WHOM I loaned a bound copy of the Statute Laws of 1846 has done using it, will he please return it to me. A. F. JUDD, Honolulu, April 25, 1899. 5215

REMOVAL NOTICE.

JOSEPH MORGAN, ART JEWELER, Practical Lapidary and Opal Merchant, late of King street. Present address 148 Liliha street, near School street. All orders punctually attended to. Opal cutting a specialty. 5197

ELECTION OF OFFICERS.

AT THE ANNUAL MEETING OF the Palama Co-Operative Grocery Co., Limited, the following officers were elected to serve for the ensuing year: Wm. McCandless President
F. J. Testa Vice President
J. F. Humburg Treasurer
E. Tietjens Secretary
C. B. Gray Auditor

The above officers with the two following named gentlemen, constitute the Board of Directors: F. W. Macfarlane and W. Walters.
E. TIEJTJENS, Secretary.
Honolulu, April 27, 1899.

FOR SALE

400x225, containing 90,000 square feet.

A GENTLEMAN'S HOME, in one of the most desirable residence sections of this city, high ground, good drainage, fine trees (both ornamental and fruit) beautiful shrubbery, with house in perfect condition, consisting of Drawing room, Dining room, five bed rooms, kitchen, bath and best sanitary plumbing, large closets to all bed rooms, wide verandas.
Also Cottage in grounds of two rooms, bath and toilet, mosquito proof. This property must be seen to be appreciated.

For further particulars apply
Gear, Lansing & Co.
JUDD BUILDING.

ROOM AND BOARD.

IN A PRIVATE FAMILY FOR A single gentleman. Fifteen minutes walk from post office. King street. Address "K," Advertiser office. 5217

ROOM AND BOARD.

NEWLY FURNISHED COTTAGE with board at McCully Homestead, 1680 King street. Reference required. 5196

TO LET.

FINE FURNISHED HOUSE ON Beretania street, near Alapai. Five sleeping rooms, parlor, dining room, bath and kitchen. Possession given to satisfactory tenant on May 6th for five months or longer. Enquire HAWAIIAN SAFE DEPOSIT & INVESTMENT CO. 5217

FOR RENT.

A COMPLETE FURNISHED HOUSE at Waikiki on car line, consisting of library, hall, lanai, (3) bed rooms, (1) dressing room (can be used as bed room), kitchen, pantry, servants' room, bath, cottages, (good bathing) and stable. Rent reasonable. Address "Y," Advertiser office.

FOR RENT.

A LARGE TWO-STORY FIRE proof building. Suitable for wholesale or storage business. Inquire today. 5216 L. C. ABLES, 315 Fort St.

FOR SALE.

CHEAP FOR CASH, A GOOD house and lot, 175x150, near station at Pearl City.

FOR RENT.

AS A WHOLE OR IN OFFICES TO suit, Upper Floor of Washington Feed Co., corner of Fort and Queen streets. Apply to ARTHUR HARRISON, On premises. 5208

FOR SALE.

HOUSE AND LOT ON KINAU street, near Pensacola. Size of lot 100 x150. Apply W. G. Singlehurst, at office of Theo. H. Davies & Co., Ltd. 5213

FOR SALE.

ONE DOUBLE CARRIAGE WITH all equipments, and a set of harness. Will sell reasonable as party is leaving city. Apply by letter to "Z," Advertiser Office. 5211

FOR SALE.

ONE LADY'S BICYCLE (Rambler). Also a lot of Choice Ferns in pots and stumps. Apply 533 Beretania Street, four doors above City Feed Co. 2513

NOTICE.

THE BOOKS OF THE HAWAIIAN Sugar Co. will be closed to transfers from April 27th to 29th, inclusive. W. M. TEMPLETON, 5216 Sec'y H. S. Co.

TEMPLE OF FASHION.

All persons having accounts with the Temple of Fashion Dry Goods Store under my management are called upon to settle the same without delay. Unless this is done the accounts will be placed in the hands of an attorney. M. G. SILVA, 5215

ASSESSMENT NOTICE.

NOTICE IS HEREBY GIVEN THAT the third assessment of ten per cent of the Waialua Agricultural Company, Limited, will be due and payable on May 1st at the office of CASTLE & COOKE, LIMITED.
WILLIAM A. BOWEN, Treasurer Waialua Agricultural Company, Limited. 5212

QUARTERLY MEETING.

THE REGULAR QUARTERLY meeting of the Pacific Hardware Co., Ltd., will be held at its office on Saturday, April 29th, at 10 o'clock a. m. JAS. GORDON SPENCER, Secretary. Honolulu, April 22, 1899. 5212

Direct to the Gold Fields!!

—VIA THE—
BRITISH-AMERICAN STEAMSHIP LINE.

THE S. S. GARONNE

Will sail from Honolulu about May 6th, for St. Michaels, Alaska, via Tacoma and Seattle, with stop to enable prospectors to outfit at either port. The company operates its own vessels on the Yukon river and its agents are prepared to sell through tickets from HONOLULU DIRECT TO THE GOLD FIELDS, with only one change of steamers.
The above sailing will open the season of 1899. If you are going, be among the first!

For further information, apply to

HENRY WATERHOUSE & CO.,
GENERAL AGENTS

CHAS. BREWER & CO.'S

New York Line.

The bark Foohing Suey will leave New York on April 5th, for Honolulu. The bark Iolani will leave New York on or about May 15, 1899, for Honolulu.

Advances made on shipments on liberal terms. For further particulars, address Messrs. CHAS. BREWER & CO., 27 Kilby street, Boston or

C. BREWER & CO., LTD., Honolulu Agents.

Steamer Upolu

Will leave Honolulu at 10 o'clock a. m., touching at Honolulu, Mahukona, Kawaihae and Kona ports, as follows:

ARRIVE HONOLULU.
SATURDAY APRIL 29
WEDNESDAY MAY 10
LEAVE HONOLULU.
TUESDAY MAY 2

For freight and passage apply to

THEO. H. DAVIES & CO., LTD.
AGENTS.

The California and Oriental

S. S. BELGIAN KING

Will leave this port for SAN DIEGO, via San Francisco, on or about April 25th.

For freight apply to

ALEXANDER & BALDWIN,
JUDD BUILDING.

NOTICE.

PARTIES HOLDING RECEIPTS for first payment on Nahiku Sugar Company shares will please pass in said receipts with list of names to whom certificates of stock are to be issued, to me at my office, 33 Queen street, on Friday, April 28th. Certificates of stock will be ready for delivery, Monday, May 1st.
JAS. F. MORGAN, Treasurer Nahiku Sugar Company, Limited. 5216

NOTICE.

AT THE ADJOURNED ANNUAL meeting of The Bergstrom Music Co., Ltd., the following officers were elected to serve for the ensuing year: Jas. W. Bergstrom Pres. and Mgr.
C. S. Desky Vice President
W. O. Atwater Sec'y and Treas.
W. G. Ashley Auditor
The above with A. F. Cooke constitute the Board of Directors.
WM. O. ATWATER, Secy.
A dividend will be due and payable May 1st, 1899, by the Bergstrom Music Co., Ltd.
W. O. ATWATER, Secretary.

DIVIDEND NOTICE.

A DIVIDEND IS DUE AND PAYABLE to the stockholders of the Honolulu Sugar Company at the office of F. A. Schaefer & Co., on Tuesday, May 2d, 1899.

DIVIDEND NOTICE.

The stock books of the Company will be closed to transfers from April 29 to May 2d, inclusive. 5216 W. LANZ, Secretary.

DIVIDEND NOTICE.

A DIVIDEND IS DUE AND PAYABLE to the shareholders of the Kahuku Plantation Co. on April 29th. The stock books of the Company will be closed to transfers on the 28th and 29th. C. BOLTE, Treas. Kahuku Plantation Co. Ltd. Honolulu, April 26, 1899. 5216

NOTICE

THE STOCK LEDGER OF THE HAWAIIAN AGRICULTURAL CO. will be closed to transfers from the 27th to the 29th inst., inclusive. E. F. BISHOP, Secretary. Dated, Honolulu, April 25th, 1899. 5216

Oceanic Steamship Company.

TIME TABLE:

The Fine Passenger Steamers of This Line Will Arrive at and Leave This Port as Hereunder:

FROM SAN FRANCISCO:	FOR SAN FRANCISCO:
AUSTRALIA MAY 10	MOANA APRIL 28
MOANA May 24	AUSTRALIA MAY 16
AUSTRALIA JUNE 7	ALAMEDA MAY 16
ALAMEDA JUNE 21	AUSTRALIA JUNE 13
	MARIPOSA JUNE 23

In connection with the sailing of the above steamers, the Agents prepared to issue, to intending passengers, coupon through tickets by rail from San Francisco, to all points in the United States, and from New York by any steamship line to all European Ports.

For further particulars apply to

WM. G. IRWIN & Co.,
—LIMITED—
General Agents Oceanic S. S. Co.

Pacific Mail Steamship Co.

Occidental & Oriental Steamship Co.

AND Toyo Kisen Kaisha.

Steamers of the above companies will call at Honolulu and leave this port on or about the dates below mentioned.

FOR JAPAN AND CHINA:

RIO DE JANEIRO APRIL 27	CITY OF PEKING APRIL 29
COPTIC MAY 5	GAELIC MAY 6
AMERICAN MARU MAY 13	HONGKONG MARU MAY 16
CITY OF PEKING MAY 23	CHINA MAY 23
GAELIC MAY 31	DORIC JUNE 2
HONGKONG MARU JUNE 8	NIPPON MARU JUNE 10
CHINA JUNE 16	RIO DE JANEIRO JUNE 17
DORIC JUNE 24	COPTIC JUNE 27
NIPPON MARU JULY 4	AMERICA MARU JULY 4
RIO DE JANEIRO JULY 13	CITY OF PEKING JULY 14
COPTIC JULY 21	GAELIC JULY 22

For general information apply to

H. HACKFELD & Co., Ltd. Agents

Canadian-Australian Royal Mail Steamship Company.

Steamers of the above line, running in connection with the CANADIAN PACIFIC RAILWAY COMPANY between Vancouver, B. C., and Sydney, N. S. W., and calling at Victoria, B. C., Honolulu, Suva (Fiji), and Brisbane, (Q.), are

DUE AT HONOLULU

On or about the dates below stated, viz:

FROM VANCOUVER AND VICTORIA, B.C.	FROM SYDNEY, BRISBANE (Q.) AND SUVA
For Suva, Brisbane (Q.) and Sydney:	For Victoria and Vancouver (B.C.):
AORANGI MAY 12	MOWERA MAY 10
MOWERA JUNE 9	WARRIMOO JUNE 7
WARRIMOO JULY 7	AORANGI JULY 5
AORANGI AUG. 4	MOWERA AUG. 2
MOWERA SEPT. 1	WARRIMOO AUG. 30
WARRIMOO SEPT. 29	AORANGI SEPT. 27
AORANGI OCT. 27	MOWERA OCT. 25
MOWERA NOV. 23	WARRIMOO NOV. 21
WARRIMOO DEC. 22	AORANGI DEC. 20